BANGALORE DEVELOPMENT AUTHORITY

Tender Document
for

Tender for the work of **Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, Bidarahalli Hobli, Bangalore East Taluk on Lump Sum Turnkey Basis based on Tenderer's Design under Two Cover System.**

Office of the
Executive Engineer
Housing Project Division-1
Bangalore Development Authority
Bangalore — 560 020

Bangalore Development Authority

T. Chowdaiah Road, Kumara Park West
Bangalore – 560 020

Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, Bidarahalli Hobli, Bangalore East Taluk on Lump Sum Turnkey Basis based on Tenderer's Design under Two Cover System.

Calendar of events

Tender Reference Dated:29-10-2024-201	:	BDA/EE/HPD-1/TEN-.... / 2024-25..
Last Date and Time for receipt of written queries	:	11/11/2024 up to 16.00 hrs
Pre tender meeting	:	12/11/2024 up to 11.30 hrs.
Last Date and Time for receipt of tender document	:	16/11/2024 up to 16.30 hrs
Opening of technical tender Bid document	:	20/11/2024 up to 16.30 hrs
Opening of financial Bid document	:	Will be intimated to the Tenderers
Address for Communication	:	Office of the Executive Engineer Housing Project Division I Bangalore Development Authority T. Chowdaiah Road, Kumara Park West Bangalore – 560 020

Tenderer
Executive Engineer

(Housing

Project Division I)

BDA, Bangalore

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5.	Conditions of Contract (CC)
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8.	Specifications
9.	Drawings
10.	Bill of Quantities
11.	Format of Bank Guarantee for Security Deposit

BANGALORE DEVELOPMENT AUTHORITY
T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020

No. **BDA/EE/HPD -1/TEN- /2024-25 217/2015-16**

Office of the
Executive Engineer
Housing Project Division I
Bangalore Development Authority
Kumara Park West Bangalore – 560 020
Date:29/10/202401.0.2016

INVITATION FOR TENDER (IFT)
For
Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, Bidarahalli Hobli, Bangalore East Taluk on Lump Sum Turnkey Basis based on Tenderer's Design under Two Cover System
(Through GOK e – Procurement Platform http://eproc.karnataka.gov.in)

1. Bangalore Development Authority (BDA), the Planning Authority of Bangalore City, has intended to take up housing projects in its layouts, by way of constructions of Housing project in Sy. No. part of 19 & part of 20 of Konadasapura Village.

Sr. No.	Name of the Work	Approx cost put to tender Rs. in Lakhs	EMD Rs. in Lakhs	Tender Processing Fee in Rs.	Time for completion
1	**Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, Bidarahalli Hobli, Bangalore East Taluk on Lump Sum Turnkey Basis based on Tenderer's Design under Two Cover System**	4061.00	40.61	Refer e-Procurement website.	15 Months including monsoon

2. **The Executive Engineer, Housing Project Division I, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore – 560 020, on behalf of the Commissioner, BDA, Bangalore intends to invite Tender from Class I Contractors (registered with Karnataka PWD, CPWD, MES, NHAI, Railways and National Highways), Individual Firms, Partnership Firm, Company, Public Sector Undertakings having suitable Technical, Financial and Managerial Capabilities satisfying the Minimum Eligibility Criteria. For construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, Bidarahalli Hobli, Bangalore East Taluk on Lump Sum Turnkey Basis based on Tenderer's Design under Two Cover System**

Tenderer
Executive Engineer

(Housing

Project Division I)

BDA, Bangalore

3. Tender Document may be downloaded from the Government of Karnataka e – Procurement Website www.eproc.karnataka.gov.in under login for Contractors. After login to Contractors, please scroll down to the right-side bottom to see List of Tenders, please click there to find the Details of Notice Inviting Tender and download copy of the Tender Document. The Tender can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Tenderers who wish to participate shall remit online Transaction Fee for the Tender Document after registering in the Portal. The Transaction Fee is non refundable.

4. Tenders must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal. First Cover of the Tenders will be opened at the Prescribed Time and Date as mentioned in the e – Procurement Portal in the presence of the Tenderers who wish to attend at the **Office of the Executive Engineer, Housing Project Division I, Bangalore Development Authority, Kumara park West, Bangalore – 560 020.**

5. Eligible Tenderers

1.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka and the tenderer who have been declared as defaulters by any of the Government agencies are not eligible to participate in this tender.

1.2 **Joint Venture is not allowed.**

6. Qualification of the Tenderer

7. All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

8. Tenders must be accompanied by **Earnest Money Deposit (EMD) of Rs. 40.61 Lakhs (Forty lakhs sixtyone thousand rupees only)** of which Rs. 1.00 lakh (Rupees One lakh only shall be paid online through e – Procurement Portal using any of the following **Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the balance amount of Rs. 39.61 Lakhs (Rupees Thirty-nine lakhs sixtyone thousand only) in the form of Bank Guarantee (BG) only.**

9. Minimum Qualification Criteria

a) Achieved in at-least Two financial years minimum annual financial turnover (in all class of civil Engineer Works only) of Rs. 8000/- Lakhs during the Financial Years (2019–20, 2020-21, 2021-22, 2022-23 and 2023-24).

b) The Tenderer shall have successfully completed as a Prime Contractor at least one similar commercial project for any government, semi government, Boards and corporations only of Value not less than Rs. 2011/- **Lakhs** in the Financial Years (2019–20, 2020-21, 2021-22, 2022-23 and 2023-24).

c) The Tenderer shall have executed following minimum Quantities of Works in one single Financial Year out of the five Financial Years (2019–20, 2020-21, 2021-22, 2022-23 and 2023-24

- PCC-M10 - 312.00 Cum
- Steel -907.00 Ton
- RCC: -7969.00 Cum
- Structural glazing -1360.00 Sqm
- Auditorium Capacity -240 Nos.

d) The Tenderer should have experience of supply, erection, testing and commissioning of Auditorium seating capacity of 240 Nos. & Solar panel of minimum 50 KW.

e) The Tenderer should have experience of supply, erection, testing and commissioning of lifts of minimum 4 no’s in a single project.

f) Tenderer should have executed a similar commercial project consisting of 1 no's Basement with 5 floors including Firefighting, alarm & lift.
g) The Tenderer or his identified sub-contractor should possess required Class 1 Civil & electrical license for executing building electrification works and should have executed similar electrical works
h) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works

i) The Tenderer shall have Liquid Assets in the form of a from a Nationalized Bank for not less than Rs. 1200/- Lakhs for meeting the Finance needs of the Project in the format.

- Each Tenderer should further demonstrate:

Availability by either owning or on lease/hire basis of each of the following key and critical equipment for this work - provide the relevant documents (Commitment, Agreement, etc) for availability for this work are to be furnished at least by owning 50% of equipments.

Sl.No.	Equipments	No. / Capacity	
		Own	Rent/Lease
1	**Concrete Batching Plant and allied Equipments**	**1 No. of 30 cum/hr**	**1 No. of 30 cum/hr**
2	**Loaders**	**1 No.**	**1 No.**
3	**Tipper with adequate capacity to suit site conditions and Construction schedule.**	**2 Nos.**	**2 Nos.**
4	**Trucks**	**1 No.**	**1 No.**
5	**Transit Mixers**	**2 Nos.**	**2 Nos.**
6	**Excavator**	**1 No.**	**1 No.**
7	**Generator with capacity 100 KVA**	**1 No.**	**1 No.**
8	**Boomer placer**	**1 No.**	**1 No.**
9	**Concrete pump**	**1 No.**	**1 No.**

Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed available Tender Capacity = (A*N*1.5 – B)
Where
A = Maximum Value of Civil Engineering Works executed in any One Year during the last Five years (updated to 2023 – 2024 Price Level) taking into account the Completed as well as Works in Progress.
N = Number of years prescribed for Completion of the Works for which Tenders are Invited
B = Value, at 2023 – 2024 Price Level, of Existing Commitments.

10. **The Scope of Work** Consists of The Turn Key, Lump Sum, Tender based on Tenderer's Own Design shall be inclusive of Cost of Topographic Survey, Architectural Design Subsoil Investigation and any other Ancillary Works and Cost of all Labours, Materials, Casting Yard, Tools and Plants and Machinery required for completing the various Components of Formation of Layout; The details are as given below

1. Civil Works:

(1) Configuration : 1B+G+4 upper floors (Basement for parking, Ground, First & Second for Commercial purpose. Third & Fourth consists of (a) 2 nos cinema hall with capacity 115 people each & 1 no of cinema hall with capacity 70 people or (b) 2 numbers of 150 people capacity) (steps ,Interiors and fittings not included in the scope)
(2) Total built up area: 16018 Sqm (Basement:4390 Sqm & Upper floors: 11628

Sqm)
(3) Floor Height: Basement 3.6m, Ground floor and all upper floors 4m & Cinema Hall 8m
(4) RCC structure: RCC Flat slab/Post tensioned (PT) RCC slab with appropriate beams
(5) Grade of Concrete: M30 for footings & M40 for columns, Beams, slab
(6) Grade of steel: TMT Fe 550/550D
(7) Block masonry: (a) External/Staircase: 200mm thick CC Solid block masonry (b) Internal: 150mm thick AAC block masonry (c) Toilets: 150mm/100mm thick CC Solid Block masonry
(8) Plastering: 15mm for internal walls, staircase soffits, 18mm thick for external & 15mm thick rough plastering for cladding. No ceiling plastering for all the floors
(9) Flooring: (a) Toilet-Matt finished antiskid vitrified tiles of size 600x600mm (b) Staircase, entrance lobby, AHU Rooms, Electrical rooms, lift lobby, front entry steps – Polished granite stone flooring 18mm thick with 0.1m high skirting of granite stone slab Black, Cherry Red, Brown, Cat Eye, River Pink or equivalent as per the directions of engineer in charge (c) Cinema hall – 40mm thick 1:2:4 cement concrete flooring finished with floating coat of neat cement (d) Remaining areas unfinished
(10) Cladding: (a) Toilet – 6mm thick color glazed tiles upto 3m height (b) Lift – 20mm thick Shiva gold granite upto 3m height
(11) Staircase Railing: MS railing 1.1m height for staircase
(12) Toilet & Cinema Door frames: 125mmx75mm Honne wood frame for toilets & 150mmx100mm Honne wood frame for cinema hall entry & Exit doors
(13) Toilet & Cinema Door shutters: 30mm thick flush door shutter (Prelaminated) for Cinema Hall entry, exit & toilet doors
(14) Fire rated door frame & shutter: For Staircase, AHU rooms & Electrical rooms
(15) Glazing: Semi grid unitized system structural glazing & uPVC Windows as per the elevation
(16) Glass door: 12mm thick toughened glass with fittings for main entrance doors (2 Nos) & Cinema Hall Lobby entrance
(17) Water closets: Modular cubical-meridian partitions with door shutters
(18) Painting: (a) Ceiling-1 coat primer only (b) Internal Walls & column surfaces – 2 coats of low VOC plastic emulsion paint over 1 coat primer and 2 coats of white cement base putty (c) MS Duct doors – Two coats of synthetic enamel paint over a coat of metal primer (d) External was surface – Textured paint of approved shade as per schedule of rates specifications
(19) Water proofing: Terrace & Toilet blocks area with PU based single component elastomeric pure polyurethane based coating. And clay tiles over the terrace to the slope
(20) Truss: (a) Basement Ramp to be covered with 6mm thick poly carbonate sheet over the required supporting truss (2) Cinema hall roof shall be covered with over deck insulation with case insitu polyurethane foam (PUF) spray 60mm thick average with PU foam spray including necessary fasteners etc. complete covered with two layers of 40mm thick cement concrete screed with mix proportion 1:1.5:3 (M20 grade) smooth finished with floating coat of neat cement, including necessary polymerized plaster reinforced with glass fibre

mesh for PUF slab, epoxy bases bonding adhesive over required supporting steel truss
(21) RCC OHT: As per NBC norms & design
(22) False Ceiling: Only for toilet portion
(23) Ducts Closures: Using MS sheet as per Fire Norms
(24) VDF flooring: For basement
(25) Interlocking Pavers: For extended podium area as per SR specifications
(26) Fire sump & Pump Room: As per NBC norms
(27) Security cabin with toilets: As per design
(28) Basement Sump with suitable pump & RCC Drain in parking area: As per requirement
(29) RCC retaining wall for the basement
(30) Railing- Stainless steel as per standards

2. Public Health Engineering: (a) Internal & External: As per the requirements to suit the Architectural design including rain water down taking pipes
3. Electrical: Electrial light points minimum 355 Nos distributed in all the floors as per the designs approved by engineer in charge. Electrical power supply to each floor and required electrical panels
4. Elevators: 20 passenger lift-5 Nos without machine room, SS Finish, total no of stops-6

The Works shall include all Civil, Electrical, Mechanical, all Safety Aspects. The Quoted Rate shall be inclusive of all Taxes, Duties and Levies Municipal Taxes, Local Taxes, Octroi, ESI, excluding of GST, all Royalties, Patent Rights, Labour cess other Incidental Charges, and any other Taxes wherever applicable and as amended, shall be paid by the Contractor. No claim whatsoever in this regard shall be entertained by the Employer. The Quoted Rate shall be inclusive of Defect Liability Period of 1 years,

The scope also includes compliance to RERA Regulations and Registration of the project in RERA

The architectural design drawing enclosed to tender shall be followed for quoting and for construction with minimum changes wherever required without changing carpet area and with the prior approval of employer. **The Scope is detailed in section 6 of the bid document**

All the Design Criteria shall be as per relevant BIS, MoRT&H, NBC, IRC, ECBC and other Relevant Standards and prevailing Bye Laws and the same shall be got approved from the employer. The bidder shall quote total amount for the whole of works including all statutory **(Excluding BWSSB** and **BESCOM)** deposits prevailing at the time of execution including obtaining no objection certificate from police, BESCOM, BWSSB, Fire fighting, Pollution Control Board, Airport Authority & Environmental clearance. The fee paid for approval will be refund.

8. **Pre-Tender Meeting**
The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will take place at the Office of the Engineer Member, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore – 560 020 on 12/11/2024 at 11-30 hrs. The Tenderers are requested to submit Queries if any in Writing or by Cable to reach the Employer not later than 11/11/2024.

9. **<u>Calendar of Events</u>**
- Last Date for Receipt of Pre Tender Queries 11/11/2024 up to 16-00 hrs
- Date of Pre tender meeting 12/11/2024 at 11-00 hrs
- Last date for uploading the filled tender document is 161qq4/11/2024 up to 16-00 hrs.
- Date of opening of Technical bid 20/11/2024 at 16-30 hrs

- Date of opening of financial bid After approval of technical Bids through e – Procurement. Will be intimated.

10. Joint Venture / Consortium are not permissible,
11. The Conditional Tender will be rejected.
12. Other Details can be seen in the Tender Documents.
13. For those Tenderers whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.
14. The Successful Tenderer shall enter into the Agreement with the BDA within 20 Days of Receipt of Intimation. The Tender Document will form the Part and Parcel of the Agreement.
15. The BDA reserves the right to reject any or all of the bids without thereby incurring any Liability or Obligation to inform the Tenderers of the Reasons for such action.
16. Interested Eligible Tenderers may obtain further information at the Office of **Executive Engineer, Housing Project Division I, Bangalore Development Authority, Kumara Park West, Bangalore – 560 020, Tel: 08023340258,** on any Working Day during Working Hours.
17. The Tender will remain valid for a period of **180 D**ays after the Deadline Date for Tender Submission.
18. The Work shall be commenced with all Men and Machinery within 7 Days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the Risk and Cost of the Former Tenderer.
19. All the Participants shall produce all the Original Documents for Verification at the time of opening of technical bid.

Sd/-
Executive Engineer
Housing Project Division I
Bangalore Development Authority
Kumara Park West
Bangalore – 560 020

Copy submitted for kind information to:

(a) The Commissioner, BDA, Bangalore
(b) The Engineer Member, BDA, Bangalore.
(c) The Finance Member, BDA, Bangalore.
(d) The Engineer Officer – 3, BDA, Bangalore.
(e) The Deputy Secretary, UDD, MS Building, Bangalore for publication in the State Tender Bulletin.

Copy to:

(a) Public Relation Officer, BDA, Bangalore for wide publicity and to arrange for Publication in two National News Papers, Trade Journal and local Papers.
(b) All the Executive Engineers, BDA, Bangalore for wide publicity.
(c) The System Manager, EDP Cell for information and necessary action.
(d) Notice board**.**

Tenderer
Executive Engineer (Housing
Project Division I)
BDA, Bangalore

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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8. Clarification of Tender Document
9. Amendment of Tender documents

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20. Opening of Second Cover Tenders of Qualified Tenders and Evaluation
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23. Examination of Tenders and Determination of Responsiveness
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29. Security Deposit
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A. General

1 Scope of Tender

1.1 The Bangalore Development Authority (Referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from eligible Tenderers, for the Construction of Works (as defined in these Documents and referred to as "the Works") detailed in the Invitation for Tenders (IFT). The Tenderers shall submit Tender for the Work detailed in IFT and **detailed in section 6 of the bid document**

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2. Eligible Tenderers

2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka and the tenderer who have been declared as defaulters by any of the Government agencies are not eligible to participate in this tender.

2.2 **Joint Venture is not allowed.**

3. Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 To qualify for award of this Contract, each Tenderer in its name should have in the five years i.e. 2019–20, 2020-21, 2021-22, 2022-23 and 2023-24

Minimum Qualification Criteria

a) Achieved in at-least Two financial years minimum annual financial turnover (in all class of civil Engineer Works only) of Rs. 8000/- Lakhs during the Financial Years (2019–20, 2020-21, 2021-22, 2022-23 and 2023-24).

b) The Tenderer shall have successfully completed as a Prime Contractor at least one similar commercial project for any government, semi government, Boards and corporations only of Value not less than Rs. 2011/- **Lakhs** in the Financial Years (2019–20, 2020-21, 2021-22, 2022-23 and 2023-24).

c) The Tenderer shall have executed following minimum Quantities of Works in one single Financial Year out of the five Financial Years (2019–20, 2020-21, 2021-22, 2022-23 and 2023-24 900 MT

- PCC-M10 - 312.00 Cum
- Steel -907.00 Ton
- RCC: -7678 Cum
- Structural glazing -1360.00 Sqm
- Auditorium Capacity -140 Nos.
- Block Work 1,00,000 m2 3000 sqm

d) The Tenderer should have experience of supply, erection, testing and commissioning of Auditorium seating capacity of 140 Nos. & Solar panel of minimum 50 KW.

e) The Tenderer should have experience of supply, erection, testing and commissioning of lifts of minimum 4 no’s in a single project.

f) Tenderer should have executed a similar commercial project consisting of 1 no’s Basement with 5 floors including Firefighting, alarm & lift.

g) The Tenderer or his identified sub-contractor should possess required Class 1 Civil & electrical license for executing building electrification works and should have executed similar electrical works

h) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works

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- Each Tenderer should further demonstrate:

Availability by either owning or on lease/hire basis of each of the following key and critical equipment for this work - provide the relevant documents (Commitment, Agreement, etc) for availability for this work are to be furnished at least by owning 50% of equipments.

Sl.No.	Equipments	No. / Capacity	
		Own	Rent/Lease
1	**Concrete Batching Plant and allied Equipments**	**1 No. of 30 cum/hr**	**1 No. of 30 cum/hr**
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3	**Tipper with adequate capacity to suit site conditions and Construction schedule.**	**2 Nos.**	**2 Nos.**
4	**Trucks**	**1 No.**	**1 No.**
5	**Transit Mixers**	**2 Nos.**	**2 Nos.**
6	**Excavator**	**1 No.**	**1 No.**
7	**Generator with capacity 100 KVA**	**1 No.**	**1 No.**
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Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed available Tender Capacity = (A*N*1.5 – B)

Where

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(2) Total built up area: 16018 Sqm (Basement:4390 Sqm & Upper floors: 11628 Sqm)

(3) Floor Height: Basement 3.6m, Ground floor and all upper floors 4m & Cinema Hall 8m

(4) RCC structure: RCC Flat slab/Post tensioned (PT) RCC slab with appropriate beams

(5) Grade of Concrete: M30 for footings & M40 for columns, Beams, slab

(6) Grade of steel: TMT Fe 550/550D

(7) Block masonry: (a) External/Staircase: 200mm thick CC Solid block masonry (b) Internal: 150mm thick AAC block masonry (c) Toilets: 150mm/100mm thick CC Solid Block masonry

(8) Plastering: 15mm for internal walls, staircase soffits, 18mm thick for external & 15mm thick rough plastering for cladding. No ceiling plastering for all

the floors
(9) Flooring: (a) Toilet-Matt finished antiskid vitrified tiles of size 600x600mm (b) Staircase, entrance lobby, AHU, Electrical rooms, lift lobby, front entry steps – Polished granite stone flooring 18mm thick with 0.1m high skirting of granite stone slab Black, Cherry Red, Brown, Cat Eye, River Pink or equivalent as per the directions of engineer in charge (c) Cinema hall – 40mm thick 1:2:4 cement concrete flooring finished with floating coat of neat cement (d) Remaining areas unfinished
(10) Cladding: (a) Toilet – 6mm thick color glazed tiles upto 3m height (b) Lift – 20mm thick Shiva gold granite upto 3m height
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(18) Painting: (a) Ceiling-1 coat primer only (b) Internal Walls & column surfaces – 2 coats of low VOC plastic emulsion paint over 1 coat primer and 2 coats of white cement base putty (c) MS Railing & Duct doors – Two coats of synthetic enamel paint over a coat of metal primer (d) External was surface – Textured paint of approved shade as per schedule of rates specifications
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(20) Truss: (a) Basement Ramp to be covered with 6mm thick poly carbonate sheet over the required supporting truss (2) Cinema hall roof shall be covered with over deck insulation with case insitu polyurethane foam (PUF) spray 60mm thick average with PU foam spray including necessary fasteners etc. complete covered with two layers of 40mm thick cement concrete screed with mix proportion 1:1.5:3 (M20 grade) smooth finished with floating coat of neat cement, including necessary polymerized plaster reinforced with glass fibre mesh for PUF slab, epoxy bases bonding adhesive over required supporting steel truss
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2. Public Health Engineering: (a) Internal & External: As per the requirements to suit the Architectural design including rain water down taking pipes
3. Electrical: Electrial light points minimum 355 Nos distributed in all the floors as per the designs approved by engineer in charge. Electrical power supply to each floor and required electrical panels
4. Elevators: 20 passenger lift-5 Nos without machine room, SS Finish, total no of stops-6

The Works shall include all Civil, Electrical, Mechanical, all Safety Aspects. The Quoted Rate shall be inclusive of all Taxes, Duties and Levies Municipal Taxes, Local Taxes, Octroi, ESI, excluding of GST, all Royalties, Patent Rights, Labour cess other Incidental Charges, and any other Taxes wherever applicable and as amended, shall be paid by the Contractor. No claim whatsoever in this regard shall be entertained by the Employer. The Quoted Rate shall be inclusive of Defect Liability Period of 1 years,

The scope also includes compliance to RERA Regulations and Registration of the project in RERA
The architectural design drawing enclosed to tender shall be followed for quoting and for construction with minimum changes wherever required without changing carpet area and with the prior approval of employer. **The Scope is detailed in section 6 of the bid document**

All the Design Criteria shall be as per relevant BIS, MoRT&H, NBC, IRC, ECBC and other Relevant Standards and prevailing Bye Laws and the same shall be got approved from the employer. The bidder shall quote total amount for the whole of works including all statutory **(Excluding BWSSB** and **BESCOM)** deposits prevailing at the time of execution including obtaining no objection certificate from police, BESCOM, BWSSB, Fire fighting, Pollution Control Board, Airport Authority & Environmental clearance. The fee paid for approval will be refund.

5(a) The Prospective Tenderers may furnish & quote for Alternate Proposal using cast-in-situ shear wall method of construction.
5(b) If the bidder does not specify about the alternate proposal, the bidder should execute the work in cast-in-situ shear wall method using aluminum form work method. The decision of the employer in this regard is final and binding.

Note: The Statements showing the Value of Existing Commitments and On Going works as well as the Stipulated Period of Completion remaining for each of the Works Listed should be countersigned by the Employer in charge, not below the Rank of an Executive Engineer or equivalent. Further an affidavit by the tenderer in support of his claim shall be furnished.

3.3 Even though the Tenderers meet the above Criteria, they are subject to be disqualified if they have

- Made misleading or false representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or.
- Record of poor performance such as abandoning the Works, not properly completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures etc.; or declared as defaulter by any Government agencies are not eligible to participate in this tender.
- Participated in the previous Tenders of BDA housing projects and had quoted unreasonably High Tender Prices and could not furnish rational justification.

3.8 Litigation History:

The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant may result in failure of the application.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. Cost of Tendering

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. Site Visit

6.1 The Tenderer at his own Responsibility and Risk is encouraged to Visit and Examine the Site of Works and its Surroundings and obtain all Information that may be necessary for preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

6.1.1 The Tender Should visit the proposed construction site regarding the existing site condition, approach to site and submit the feasibility report regarding men, materials &completion of works to the concern Asst executive engineer No 1 Housing sub division BDA Head office Bangalore, and upload the acknowledge document along with the Technical Bid failing to comply with these norms will make the tender liable to rejection.

B. Tender Documents

7. Content of Tender Documents

7.1 The Set of Tender Documents shall have all the Sections given in Page 2.

7.2 Both the Sets should be completed and uploaded in the Website www.eproc.karnataka.gov.in.

8. Clarification of Tender Documents

8.1 A Prospective Tenderer requiring any clarification of the Tender Documents may notify the Employer in Writing or by Cable (hereinafter "Cable" includes telex and facsimile) at the Employer's Address as indicated in the Invitation for Tenders (IFT). The Employer will respond to any Request for Clarification, which he receives earlier than 7 days prior to the Deadline for Submission of Tenders. Copies of the Employer's Response will be forwarded to all Purchasers of the Tender Documents, including a Description of the Enquiry but without Identifying its Source.

8.2 **Pre Tender Meeting**

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre-Tender Meeting, which will take place at the Office of the Engineer Member, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore–560 020 on 11/11/2024 up to 11.30 hrs

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any Questions in Writing or by Cable to reach the Employer not later than date mentioned in the calendar events. i.e 06/11/2024. up to 16.00 hrs

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source

of Enquiry) and the Responses given will be transmitted without delay to all Purchasers of the Tender Documents. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre-Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre-Tender Meeting.

8.2.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

9. Amendment of Tender Documents

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addendum

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be communicated in Writing or by Cable to all the Purchasers of the Tender Documents.

9.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

10. Documents Comprising the Tender

10.1 The Tender submitted by the Tenderer shall be in Two Covers and shall contain the Documents as follows.

10.1.1 **First Cover–Technical Bid**

(a) Earnest Money Deposit.
(b) Qualification Information as per Formats given in Section 3.
(c) Designs and Drawings. And site visit details
(d) Cash Flow Chart on month –to –month basis for the entire Period of Execution of the Work as per the Details mentioned in the Clause No. 52 of Special Conditions of Contract.
(e) Letter of Credit (Banker’s Certificate) / Liquid Asset Details.

10.1.2 **Second Cover–Financial Bid**

(a) The Tender (in the Format indicated in Section 4).

(b) Priced Financial Bid (Section 10);

and any other Materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents Listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. Tender Prices

11.1 The Contract shall be Turn Key Lump Sum Contract based on Tenderer's own Design for the Whole Works as described in Sub Clause 1.1.

11.2 The Tenderer shall fill in the Lump Sum Price (both in Figures and in Words) for the Whole Works,

11.3 The Price quoted by the Tenderer shall be for the Whole Works as noted in the Schedule, Specifications and elsewhere in this Document and shall hold good till the Completion of Work. They shall be inclusive of all Taxes, Duties and Levies including Sales Tax, Municipal Taxes, Local Taxes, Service Tax Octroi, ESI, Worker's Welfare, all Royalties, Patent Rights, other Incidental Charges, Labour cess etc. The Rate shall also include the Cost of all Labours, Materials, Plant, Machinery, Equipments, Carriage, statutory clearances and other Inputs involved in the Execution and Completion of the Work.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

11.5 The Contractor will have to make his own Arrangements for Water, Electricity, Place for Storage of Construction Materials, Casting Yards, Labour Camps, etc. required for Construction and shall use his own Plant and *Machinery*, which may be required for the Speedy Execution of the Work.

12. Tender Validity

12.1 Tenders shall remain valid for a period not less **than 180 days after** the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a Shorter Period shall be rejected by the Employer as non-responsive.

12.2 In Exceptional Circumstances, prior to expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in Writing or by Cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

Tenders must be accompanied by **Earnest Money Deposit (EMD) of Rs. 40.61 Lakhs (Rupees Forty lakhs Sixtyone thousand only)**, of which Rs. 1.00 lakh (Rupees One lakh only) shall be paid online through e – Procurement Portal using any of the following **Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the balance amount of Rs. 39.61 Lakhs (Rupees Thirty-Nine Lakhs Sixtyone thousand only) in the form of Bank Guarantee (BG) only. Scanned copy of the bank Guarantee shall be attached with technical bid e-procurement portal, failing which bid will not be opened. The original Bank Guarantee shall be submitted to the office of The Executive Engineer, Housing Project Division-1 Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore -560 020. On or before CLOSING of the technical bid, failing which tender will be summarily rejected and will not be considered for bid evaluation. Format for BG is attached below. Form C.**

i. Credit Card.

- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e –Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account –to –Account Transfer, wherein the money will get transferred from the Tenderer’s Bank Account to GOK’s Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer’s Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer’s Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e., as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e–Procurement System as part of its Bid also.

OTC Payments Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over the Counter (OTC) in any of the designated Axis Bank Branches listed in the e –Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e–Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender

13.2 (a)The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses in the Government of Karnataka's Central Pooling Account held at Axis Bank.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses above shall be rejected by the Employer as non-Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only after Entering into the Agreement and furnished the required Performance Security.

13. 6 The Earnest Money Deposit may be forfeited

Tenderer
Executive Engineer

(Housing

Project Division I)

BDA, Bangalore

(a) If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
(b) If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
(c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
    (i) Sign the Agreement; or
    (ii) Furnish the required Security Deposit.

14. Format and Signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer that are duly incorporated.

14.3 Signing of Tender is deemed as signed in e –Procurement System.

D. Submission of Tenders

15. Sealing and Marking of Tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e –Procurement itself (www.eproc.karnataka.gov.in). The Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e –Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents for Verification whenever asked by the Employer.

16. Deadline for Submission of the Tenders

16.1 Tenders must be received by the Employer at the Website Address specified above no later than date mentioned in the calendar of events.

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e –Procurement.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of First or Second Covers separately for each Cover before the

Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Bid on the Website only before the Deadline prescribed in Clause 16.

18.4 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.5 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or include in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of First Cover of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the First Covers of all the Tenders received in the presence of the Tenderers or their Representatives who choose to attend at Office of the Executive Engineer, Housing Project Division I, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore –560 020. On 20/11/2024 up to 16.30.00 hrs. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening. Late and Withdrawn Tenders will be returned Unopened to the Tenderers.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 13.1 and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Second Cover of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Second Cover containing the Priced Financial Bid. The Employer will open the Second Covers of Qualified Tenderers at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Second Cover opening being declared a Holiday for the Employer, the Second Covers will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of each Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Second Cover Tender Opening, including the Information disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be Confidential

21.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such Process until the Award to the Successful

Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in Writing or by Cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers ’Tender.

23. Examination of Tenders and Determination of Responsiveness

23.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender is substantially Responsive to the Requirements of the Tender Documents.

23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any Substantial Way the Scope, Quality or Performance of the Works; (b) which limits in any Substantial Way, inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect Unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer, and may not subsequently be made responsive by Correction or Withdrawal of the Non-Conforming Deviation or Reservation.

24. Correction of Errors

24.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.

(a) Where there is a Discrepancy between the Rates in Figures and in Words, the lower of the two will govern; and

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above Procedure for the Correction of Errors and, with the Concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount the Tender will be rejected, and the Earnest Money Deposit may be forfeited in accordance with

Sub Clause 13.7 (b).

25. Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be Substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any Correction for Errors pursuant to Clause 24 and

(b) Making Appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.

25.4 Deleted.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Financial Bid, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

25.6 The Bidder Quoting the lowest sum shall be considered for the award of work following due process.

F. Award of Contract

26. Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price. Provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) qualified in accordance with the Provisions of Clause 3.

27. Employer's Right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

28. Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e–mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer, failing which Action as stated in 13.7 (c) of ITT will be taken.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker’s Cheque / Demand Draft / Pay Order in favour of The Commissioner, BDA, Bangalore payable at Bangalore or
- Bank Guarantee in the Form given in Section 11.
- Specified Small Saving Instruments pledged to The Commissioner, BDA, Bangalore.

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 Deleted.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

29.5 The Security Deposit will be discharged only after the Completion of Defect Liability Period as specified in Section 7 Contract Data.

30. Advance Payment and Security

Deleted.

31. Corrupt or Fraudulent Practices

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer

a) Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.

b) Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender Capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or Legal Status of Tenderer [Attach Copy]

Place of Registration [Attach Copy]

Principal Place of Business

1.2 Total Value of Civil Engineering Construction Works executed and Payments received in the five years (in Rs. Lakh)

[Attach Certificate from Chartered Accountant]

2019-20_____
2020-21_____
2021-22 _____
2022-23 _____
2023-24 _____

1.3 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9

1.4 Quantities of Work Executed as Prime Contractor (in the same name) during the Five Years specified in 1.2 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed[1]	Remarks (Indicate Contract Reference)

Tenderer
Executive Engineer

(Housing

Project Division I)

BDA, Bangalore

			Earth work Excavation (cum)	Concrete (cum)	Reinforcement Steel (MT)	
2019-20						
2020-21						
2021-22						
2022-23						
2023-24						

1. Items of Work for which Data is requested should tally with that specified in ITT Clause 3

1.5 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contract (Rs. Lakh)	Stipulated Period of Completion	Value of Works[2] remaining to be Completed (Rs. Lakh)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

2. Attach Certificates from Engineer–in–Charge.

(B) Works for which Tenders already Submitted

Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.6. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[3]			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

3. The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

1.7 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

1.8 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.

1.9 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.10 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

1.11 Information on Litigations in which the Tenderer is involved.

Other Party (ies)	Employer	Details of	Amount	Remarks showing

		Dispute	Involved	Present Status

1.12. The Proposed Methodology and Programme of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures Proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

ON BANKS LETTER HEAD

…… …

FORMAT OF BANKER'S CETIFICATE/LINE OF CREDIT LETTER
(TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)

Reference Number (Sl.No) Place:
Date:
To:
(Name & Address of the beneficiary)

This is to certify that Mr./M/s._____(name of the customer) having his/their registered/administrative office at _____ in a customer of our Bank and is /are engaged in _____ (nature of activity). If the said customer is allotted /awarded with _____(brief details of works), we may extend credit facilities up to Rs._____ lakh, to meet his/their working capital requirement towards the execution of the said work order as per the Loan Policy of the Bank.

This certificate is valid upto three months from date of issue, that is upto dd/mm/yyyy.

Yours faithfully,

BRANCH MANAGER.

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT(EMD)

To: _____ [Name of Employer]

_____ [Address of Employer]

WHEREAS _____ [Name and Address of Tenderer] (hereinafter called "the Tenderer") has undertaken, in pursuance of Tender No. _____ dated _____ to submit _____ [name of Tender and Brief Description of Works] (hereinafter called "the Tender");

AND WHEREAS it has been stipulated by you in the said Tender that the Tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Earnest Money Deposit (EMD) for compliance with his Obligations in Accordance with the Tender.

AND WHEREAS we have agreed to give the Tenderer such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Tenderer, upto a total of Rs._____ [Amount of Guarantee][6] Rupees_____ [in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee][7] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Tenderer before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Tender or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Tenderer shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This Guarantee shall be valid until 45 days from the Date of Expiry of the Tender Validity Period.

Signature and Seal of the Guarantor:

Name of Bank:

Address:

Date:

6 An Amount shall be inserted by the Guarantor, representing the percentage of the Tender Price specified in the Tender.

7 An Amount shall be inserted by the Guarantor, representing the percentage of the Tender Price specified in the Tender.

Approach and Construction Methodology (FORM)

(Description of the technology, etc)

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, , Bidarahalli Hobli, Bangalore east taluk on lump sum turnkey basis based on tenderer's design under two cover.

To:

Executive Engineer,

Housing Project Division-I
BDA, Bangalore.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of Rs. _____

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.
Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

To be filled in by the Employer before issue of the Tender Document.

To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender.

Tenderer
Executive Engineer

(Housing

Project Division I)

BDA, Bangalore

Letter of Acceptance
(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sirs

This is to notify you that your Tender dated No…
for execution of Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, , Bidarahalli Hobli, Bangalore east taluk on lump sum turnkey basis based on tenderer's design under two cover

, No. _____ dated _____ for the Contract Price of Rs. _____ (as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit plus Additional Security for Unbalanced Tenders in Terms of Sub Clause 25.5 of ITT, in the form detailed in Clause No. 29.1 of ITT for an amount of Rs. _____ within 20 days of the Receipt of this Letter of Acceptance valid up to 30 days from the Date of Expiry of Defects Liability Period and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken

Yours faithfully

Authorized Signature
Name and Title of Signatory

Name of Agency

Tenderer
Executive Engineer

(Housing

Project Division I)

BDA, Bangalore

Issue of Notice to Proceed with the Work
(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sirs
Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, , Bidarahalli Hobli, Bangalore east taluk on lump sum turnkey basis based on tenderer's design under two cover

for a Contract Price of Rs. _____ .You are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

Tenderer
Executive Engineer

(Housing

Project Division I)

BDA, Bangalore

Agreement Form

Agreement

This Agreement, made on the _____ day of _____ 20___, between _____ [Name and Address of Employer] (hereinafter called "the Employer") of the one part and _____ [Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, , Bidarahalli Hobli, Bangalore east taluk on lump sum turnkey basis based on tenderer's design under two cover

vide notification No./ BDA/EE/HPD-1/TEN/ /2024-25 dt ..-..-.... **(hereinafter called "the Works")** and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects there in for 2 years, provide maintenance services for a period of 2 years at a Contract Price of Rs Lakhs.

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same Meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.

   i. Letter of Acceptance, Notice to proceed with the Works.
   ii. Contractor's Tender.
   iii. Contract Data.
   iv. Conditions of Contract (including Special Conditions of Contract)..

Tenderer
Executive Engineer

(Housing

Project Division I)

BDA, Bangalore

v. Specifications.
vi. Drawings.
vii. Financial Bid
viii. Minutes of Meeting of Pre Tender Meeting and
ix. Any other Document listed in the Contract Data as forming Part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the Presence of
Signed, Sealed and Delivered by the said _____

in the Presence of:
Binding Signature of Employer _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

Bill of Quantities means the Priced and Completed Bill of Quantities forming part of the Tender.
Compensation Events are those defined in Clause 38 hereunder.
The **Completion Date** is the Date of Completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the Documents listed in Clause 2.2 below.

The **Contract Data** defines the Documents and other Information, which comprise the Contract.

The **Contractor** is a Person or Corporate Body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the Completed Tender Document submitted by the Contractor to the Employer.
The **Contract Price** is the Price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Provisions of the Contract.
Days are Calendar Days; **Months** are Calendar Months.
A **Defect** is any Part of the Works not completed in accordance with the Contract.
The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the Party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's Machinery and Vehicles brought temporarily to the Site to

construct the Works.
The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.
Materials are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.
Plant is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.
The **Site** is the Area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to carry out a Part of the Work in the Contract which includes Work on the Site.

A **Variation** is an Instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.
(1) Agreement.
(2) Letter of Acceptance, Notice to proceed with the Works.
(3) Contractor’s Tender.
(4) Contract Data.
(5) Conditions of Contract.
(6) Specifications.
(7) Drawings.
(8) Financial Bid
(9) Minutes of Meeting of Pre Tender Meeting and
(10) Any other Document listed in the Contract Data as forming Part of the Contract.

3. Law Governing Contract

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the Employer from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer’s and Contractor's Risks

10.1 The Employer carries the Risks which this Contract states are Employer’s Risks, and the Contractor carries the Risks which this Contract states are Contractor’s Risks.

11. Employer's Risks

11.1 The Employer is responsible for the Excepted Risks, which are

(a) Rebellion, Riot Commotion or Disorder unless solely restricted to Employees of the

Contractor arising from the conduct of the Works; or

(b) A Cause due solely to the Design of the Works, other than the Contractor's Design; or

(c) Any Operation of the Forces of Nature (in so far as it occurs on the Site) which an Experienced Contractor

(i) Could not have reasonably foreseen; or

(ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following Measures

(A)Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or

(B) Insure against such Loss or Damage.

12. Contractor's Risks

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

(a) For Loss or Damage to the Works, Plants and Materials and the Contractor's Equipment;

(b) For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for Damage to the Employer's Property other than the Works and

(c) For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor's Personnel except to the Extent that Liability arises from the Negligence of the Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.

13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.

13.5 Both Parties shall comply with any Conditions of the Insurance Policies.

14. Site investigation Report

14.1 The contractor in preparing the tender, shall rely on any site investigation report referred to in the contract data, supplemented by any information available to the Tenderer

15. Queries about the contract data

15.1 The Employer will clarify on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specifications and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence Execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the Design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's Responsibility for Design of the Temporary Works.

18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or Permanent Works, are subject to prior Approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be Responsible for the Safety of all Activities on the Site.

20. Discoveries

20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

21. Possession of the Site

Refer Clause 16 of Special Condition of Contract.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

23. Instructions

23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

24. Procedure for Resolution of Disputes

24. If the contractor is not satisfied with decision taken by the Executive Engineer the dispute should be referred by either party to the Commissioner BDA, Bangalore within 30 days and the decision of the Commissioner is final and binding

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

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B. Time Control

25. Program

25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the Effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a Decision upon the Effect of a Compensation Event or Variation and submitting Full Supporting Information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

28. Management Meetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

C. Quality Control

29. Identifying Defects

29.1 The Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's Responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a Compensation Event.

31. Correction of Defects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer’s Notice.

32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer’s Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

D. Cost Control

33. Financial Bid

33.1 The Financial Bid shall contain Items for the Construction, Installation, Testing and Commissioning Work to be done by the Contractor.

33.2 Deleted.

34. Variations

34.1 The Tenderer shall submit his Offer, which shall comply fully with the Basic Requirements of the Tender Documents as indicated in the Drawings, Specifications, Terms and Condition of the Tender.

34.2 All Tenderers are cautioned that no Conditional Offers, Variations or Deviations by the Tenderers in respect of any Items included in the Tender shall be entertained or considered. Furthermore, any Variations from Contract Conditions, Particular Specifications or other Requirements stipulated in the Tender Documents other than those specially clarified / amended shall be liable to be rejected as non-responsive.

34.3 All Tenderers the (Contractor) shall be bound to carry out the work in accordance with any constructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.4 If employer determines that if /in exceptional circumstances it would be in best interest of the project to modify or amend some of the contract conditions specifications, quantities then such variation, modifications or amendments may be made if mutually agreed by the employer and contractor. If at all there is any variation in scope of work will be restricted to max +25% or min- 25%. The same will be adjusted on actual estimate based on prevailing schedule of rates on prorata basis.

34.5 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

34.6 in the circumstances of any savings due to the approved change in the parameters of the project, the

Proportionate amount should be transferred to the Department**.**

35. Payment for Variations:

35.1 Payment for increase in the quantities of an item in the Form B (Section 10 – Financial Bid) up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.4 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of Bills for Payment

Refer Clause 17 of Special Conditions of Contract.

37. Payments

37.1 Payments shall be adjusted for Recoveries in terms of the Contract and Taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of the Bill. The Contractor shall be liable to pay Liquidated damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 It shall be accepted as a Condition of the Contract that the Payment of the Final Bill of the Contractor, less the Withheld Amount and his Acceptance thereof shall constitute a Full and Absolute Release of the Employer from all further Claims by the Contractor under the Contract.

38. Compensation events

refer clause 18 of special conditions of contract:

39. Tax

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the inclusive of all Taxes, Duties and Levies including Sales Tax, Service Tax Municipal Taxes, Local Taxes, Octroi, ESI, Worker's Welfare, all Royalties, Patent Rights, other Incidental Charges, etc. that the Contractor will have to pay for the Performance of this Contract. The Employer will perform such Duties in regard to the Deduction of such Taxes at Source as per Applicable Law. The Rate shall also include the Cost of all Labours, Materials, Plant, Machinery, Equipments, Carriage and other Inputs involved in the Execution and Completion of the Work.

40. Price Adjustment:

40.1. Contract price shall be adjusted for increase or decrease in rates and price of labour materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae give in the Contract Data. *[Refer GOK (1)Order No.FD 59 Pro.Cell 2004, Bangalore Dated 26th November 2004* (2)Government order No 791 Exp-12/2015 dt 26.02.2016,(3) Government order No FD 3 PCL 2008 dt 21.11.2008

a. The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extension is granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

b. Price Adjustment shall be admissible from the date of opening of tenders (original or extended);

c. The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

d. Following expressions and meaning are assigned to the work done during the quarter;

R= Total value of work done during the quarter. It will **exclude** value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated Damages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date for the whole of the Works as stated in the Contract Data. The Total Amount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. Advance Payments.

Deleted

43. Securities

43.1 The Security Deposit including additional securities for unbalanced tenderers shall be provided to the Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period. And the additional security for the unbalanced tenderers shall be valid until date of 30 days form the date of issue of the certificate of completion.

44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date

and the End of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still Unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor’s Revised Account.

48. As Built Drawings / Operating and Maintenance Manuals

48.1 If “As Built”Drawings are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings/ **Operating and Maintenance Manuals** by the Dates stated in the Contract Data, or they do not receive the Employer’s Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

49.2 Fundamental Breaches of Contract include, but shall not be limited to the following.

(a) The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current Program and the Stoppage has not been authorized by the Employer.
(b) The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
(c) The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
(d) The Contractor does not maintain a Security which is required.
(e) The Contractor has delayed the Completion of Works by the Number of Days for which the Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and
(f) If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in the Executing the Contract.

For the purpose of this paragraph "**Corrupt Practice** "means the Offering, Giving, Receiving or Soliciting of anything of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "**Fraudulent Practice** "means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non-Competitive Levels and to deprive the Borrower of the Benefits of Free and Open Competition.

49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.
49.4 Notwithstanding the above, the Employer may terminate the Contract for Convenience.
49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to apply to the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works upto the Date of the Certificate, Less Recoveries due in Terms of the Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

51. Property

51.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor’s Default.

52. Release from Performance

52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any work carried out afterwards to which Commitment was made.

F. Special Conditions of Contract

1. **Labour**

The Contractor shall make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

2. **Compliance with Labour Regulations**

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non-Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer. The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

3. **Protection of Environment**

The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

4. Arbitration (Clause 24):

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure

(b) Arbitration proceedings shall be held at Bangalore, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) **Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings**

The following Special Conditions of Contract shall be read in conjunction with the General

Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the contractor.

a. The Tenderer shall submit his Tender for the Work on Turn Key Lump Sum Basis based on his own Design. In this connection, **Section 6** on the "Scope of Work and Design Criteria" may be referred.
b. Work shall not be sub let.
c. The Contractor is not to vary or deviate from the Drawings, Specifications, Stipulation, Conditions of Contract or Instructions to execute any Work of any kind whatsoever unless so authorized by the Employer in writing.
d. The successful bidder should submit the bid of sub contractors for executing sub work like Electrical, Water supply & sanitary, lifts, STP and Fire fighting etc. for getting the approval by employer
e. **Setting out**

The Contractor is to set out the whole of the Work in conjunction with an Officer to be deputed by the Employer and during the Progress of the Works to amend on the requisition of the Employer any errors, which may arise therein and provide all the necessary Labour, Materials and Equipments for doing so. The Contractor is to provide all Tools, Plant, Machinery, Labour, and Materials, which may be necessary and required for the Work. All Materials and Workmanship shall conform to the Relevant Specifications mentioned in the Tender Documents.

1. Taxes and Duties

The Lump Sum (L.S.) Amount for which the Tender is approved shall be Exclusive of all Expenses for the proper and entire Completion of the Work and shall be inclusive of all Taxes, Duties and Levies including Sales Tax, Service Tax, Municipal Taxes, Local Taxes, Octroi, all Royalties, excluding **of GST**, Patent Rights, other Incidental Charges, etc. The Tenderer may consider Taxes, Duties, Royalties, etc. for the Purpose of Tendering prevailing one month earlier to the Date of Submission of the Tender. Subsequent Changes affected either by Government of Karnataka or Government of India, the Employer may consider Reimbursement of such Increase in the Taxes, Duties, Royalties, etc. upon proper Certification from Appropriate Tax Authorities. Any Reduction in Taxes, Levies, Royalties, etc. either by Government of Karnataka or Government of India, the Tenderer shall reimburse difference in such reduction to the Employer.

2. Site Visit

The Tenderer shall, prior to submitting the Tender for the Work, examine the Drawings, Conditions of Contract and Specifications of Work. He shall visit the Site and ascertain and satisfy himself regarding Actual Climate and Physical Conditions of the Site, Nature, Extent and Practicability of Work, Means of Communication and Access to Site, Availability of Materials, the Extent of Leads and Lifts involved in the Work over the entire Duration of the Contract including Local Conditions, Probable Site for Labour Camps, Stores, Godowns, Casting Yard, etc. The Tenderer's Offer shall take into Consideration all such Factors. The Tenderer shall himself obtain all necessary Information at his Risk, Contingencies and other Circumstances which may affect or influence his Tender. No Extra Charges consequent of any Misunderstanding or otherwise shall be allowed. The expression **'Site'** as stated above shall include the Construction Site of the Housing including all Components described in the Scope of Work **The Scope is detailed in section 6 of the bid document**

10. The Tender Documents issued to the Prospective Tenderers, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

11. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

12. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

13. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

14. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

15. **Possession of the Site**

The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule, then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

16. **Submission of Bills for Payment (Clause 36)**

16.1 The Intermediate Payment shall be in accordance with the Provisions made under **Para 17.5** below. The successful Tenderer shall submit the payment schedule along with work schedule and Priced Bill of Quantities and should get it approved from the Employer.

16.2 The Contractor shall submit to the Employer Running Bills based on the Value of the Work completed as per the Priced Bill of Quantities (**Refer Clause No. 55**) furnished by the Contractor before entering into the Agreement. The Minimum Bill Value claimed shall be not less than Rs. 100 Lakh.

16.3 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of Value of the Bill of Quantities based on the Priced Bill of Quantities submitted by the Contractor.

16.4 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously Paid in the Light of Later Information.

16.5 It shall be accepted as a Condition of the Contract that the Payment of the Final Bill of the Contractor, less the Withheld Amount and his Acceptance thereof shall constitute a Full and Absolute Release of the Employer from all further Claims by the Contractor under the Contract.

17. **Compensation Events (Clause 38)**

17.1 The following are the Compensation Events for Time Extension only unless they are caused by the Contractor. In any case, these Compensation Events shall not entitle the Contractor to claim financially whatsoever.

(a) The Employer does not give Access to a Part of the Site as per the mutually agreed Construction Schedule between the Employer and the Contractor.
(b) The Employer orders a Delay or does not approve Drawings, Specifications or Instructions Required for Execution of Works on time.
(c) The Employer instructs the Contractor to uncover or to carry out Additional Tests upon work which is then found to have no Defects.
(d) The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
(e) The Effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion / Scheduled Payment.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

17.2 If a Compensation Event would prevent the Work being completed before the Intended Completion Date, the Intended Completion Date may be extended. The Employer shall decide whether and by how much the Intended Completion Date shall be extended.

17.3 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

18. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

19.Within ten (10) days from the Date of Signing the Agreement, the Contractor shall submit to the Employer for his Approval, a Time and Progress Chart in direct relation to the Intended Completion Period stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary, by agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

20The Total Work to be executed shall be divided into five Milestones on mutually agreed Schedule between the Employer and the Contractor. These Milestones shall be based on Financial Progress in concurrence with respective Physical Progress. Progress of Work will be reviewed monthly / at the end of each Milestone. In case the Progress achieved falls short by more than 25% of the Cumulative Programme, the Reasons for such Shortfall shall be examined and a Record made thereof apportioning the Responsibilities for the Delay between the Contractor and the Employer. This Record shall be signed in full and dated by both the Employer and the Contractor.

a. In respect of the Shortfall in Progress (reviewed at the end of the each Milestone), assessed due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay the Tentative Penalty on Tentative Milestone Basis as detailed in the Table below.

Sl. No.	Description of Works	Milestone in Week	Penalty in Rs.
1	Milestone 1: Mobilisation, Submission & approval of all drawings preliminary works and Bore Well	4TH Weeks	0.1% of stipulated Financial Progress per day beyond the Milestone Day
2.	Milestone 2: Formation of Layout, Excavation, 50% of all Foundation, Retaining Wall.	16TH Weeks	0.1% of stipulated Financial Progress per day beyond the Milestone Day
3.	Milestone 3: Concreting 50% of all Roof Slabs & 5% of Finishing work of the bathroom and common area floors	36TH Weeks	0.1% of stipulated Financial Progress per day beyond the Milestone Day
4.	Milestone 4: Concreting 100% of all Roof Slabs & 50% of Finishing work of the bathroom and common area floors	54TH Weeks	0.1% of stipulated Financial Progress per day beyond the Milestone Day
5.	Milestone 5:. Completion of Works in all respects	65TH Weeks	0.1% of stipulated Financial Progress per day beyond the

			Milestone Day

In case the Contractor picks up the Progress and completes all Works as per Tender within the Intended Completion Period, the Entire Amount so recovered above will be returned back to the Contractor without any Interest. The Time of Completion is to be certified by the Committee formed for this Purpose by the Employer.

- On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

22. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

23. **Bonus (Deleted)**

24. **Progress of Work**

The Contractor shall give the Employer on the 8th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

25. Drawings to be kept at Site

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

26. Inspection of Works

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present forthat Purpose.

27. Foreign Exchange

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

28. **Night Work**

For Completing the Work well within the Intended Completion Period, the Contractor might be required to work in two or more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

29. **Existing Services**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines and similar Services encountered in the Course of the Execution of the Work shall be protected / maintained against the Damage by the Contractor. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Shifting of such Services is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

The Respective Departments in coordination with the Employer shall carry out Shifting of Major Services. The Decision as whether the Service in Question is Major or not, will be at the Discretion of the Employer. The Contractor will, however, be required to provide all help to ensure that the Work is carried out smoothly.

30. All Works pertaining to Services including Rerouting / Diversion of Services, Routine Testing, Installation, etc. embracing in one or more

than one Process shall be subject to Examination and Approval to each Stage thereof by the Employer or concerned Departments as would be notified by the Employer or his approved Representative when such Stage is ready. In default of such notice, the Employer shall be entitled to appraise the Quantity and the

Extent thereof and the Decision of the Employer or his approved Representative in this regard shall be final and binding.

31. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

32. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

33. The Contractor shall make his own arrangement for the Disposal of the Spoils from the Works to such Place where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

34. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

35. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

36. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.

a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor’s Cost.
b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

37. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.
38. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

39. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work

allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

40. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags, Lights and Skilled Flagmen, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

Barricading and Safety Requirements are very Important Aspects to execute this Project. The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs.10000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

41. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i.	IS: 3696 (Part I) –1966	Safety Code for Scaffolds and Ladders
ii.	IS: 3696 (Part II) –1966	Safety Code for Scaffolds and Ladders, Part II Ladders
iii.	IS: 3764 –1966	Safety Code for Excavation Work
iv.	IS 4081 –1967	Safety Code for Blasting and Drilling Operations
v.	IS: 4138 –1977	Safety Code for Working in Compressed Air
vi.	IS: 5121	Safety Code for Piling and other Deep Foundations
vii.	IS: 5916 –1970	Safety Code for Construction involving Use of Hot Bituminous Materials
viii.	IS: 7293 –1974	Safety Code for Working with Construction Machinery
ix.	IS: 7969 –1975	Safety Code for Storage and Handling of Building Materials
x.	Any other Code and / or as per directions of the Employer.	

42. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

43. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor’s own Cost.

44. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

45. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. for Layout Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

46. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Lump Sum Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

47. **No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

48. The Contractor shall provide and bear all Expenses and Charges for Special or Temporary Service Roads required by him in Connections with Access to the Site at no Extra Charges and his Lump Sum Offer shall deem to include the same. He shall alter, adopt or maintain the same as required from time to time or as directed by the Employer. The Employer shall have Right of Way to this at all times and will not entitle the Contractor to claim Extra on this account.

49. The Tenderers shall also mention with their Tender Documents the Name of their Project Managers, Work Managers, Graduate Engineers who shall be engaged in this Work. The Biodata of such Engineers / Managers are to be enclosed with the Tender Documents.

50. The Tenderers may specify the Number and Category of each type of Skilled Personnel to be deputed by the Contractors. It may clearly be stated as to whether such Skilled Persons are under the Employment of the Tenderers or are still to be appointed by them. The Number of Skilled and Unskilled Persons to be employed shall be in agreement with the Programme of Work submitted by the Tenderers and discussed elsewhere in the Tender Documents.

51. The Tenderers shall specify the Details of Plant and Machinery to be deployed by them for the Work. The Details to be supplied by them shall be in respect of the following.

i. Source of Ready Mix Concrete (RMC) Suppliers and their rated Capacity in cum / hr.
ii. Loaders.
iii. Tippers with adequate Capacity to suit Site Conditions and Construction Schedule.
iv. Dumpers.
v. Trucks.
vi. Transit Mixers.
vii. Vibrators (Needle, Surface and Shutter).
viii. Compressors.
ix. Grouting Equipment and Accessories.
x. Concrete Pumps (expected total Capacity –20 cum / hr of 1 No.)
xi. Cranes (Capacity and Nos.).
xii. Excavators (expected total Capacity –200 cum / hr, Capacity, Nos.).
xiii. Road Construction Machinery.
xiv. Generators.
xv. Water Pumps –Number and their Capacity.
xvi. Trailer Trucks and any other Equipment.
xvii. Shuttering Materials

52. The Tenderers shall furnish a Cash Flow Chart on month –to –month basis for the entire Period of Execution of the Work. The Cash Flow Chart shall indicate specifically the Investments on such Items as Plant and Machinery, Shuttering and Staging, Materials mentioning Various Items like other Pre Stressing Materials, Sand, Grit and other Consumables. The Cash Flow shall indicate in Detail, the Inputs to be mobilized by the Contractor from his own Sources e.g. own Capital, Bank Loans, etc. and Resources to be supplemented by the Employer like Interim Payments against the Work done by the Contractor.

The above mentioned Cash Flow shall have Direct Relation with the Programme of Work and it shall be in consonance thereto. Any Inconsistency between the Inputs / Outputs of this Cash Flow and Programme of the Work may lead to the Disqualification of the Tenderer on this account.

Similarly, after Award of the Contract also the Contractor shall submit Similar Cash Flow Programmes and update such Details at monthly intervals for monitoring of the Project by the Employer. .

53. The Contractor is expected to have a Workshop Facility available at Site for Fabrication / Additions and Alterations to the Shuttering, Pre Stressing Works and or other Allied Works.

It may please be indicated as to whether the Workshop Facilities shall be provided in house or is proposed to be subcontracted locally. In both the cases, the Tenderer is to give the Details and Number of Equipments to be installed in the Workshop for above mentioned Work.

54. The Employer might deploy Project Management Consultant (PMC) for Design Checking and Approval, Supervision, Quality Control, Progress Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the PMC for the successful completion of the Project. The Provision for Thirty Party Inspection is to be adopted in the document as per the G.O.No. FD 55 Pro.Cell 2004, Bangalore, dated:17-02-2022 and circular FD 205 Exp-12/2021, dated:26-07-2021.

55. **Priced Bill of Quantities**

The Successful Tenderer shall submit a Priced Bill of Quantities for the Accepted Lump Sum Amount of the Contract. This shall form the Basis for arriving at the Interim Payments to be made to the Contractor by the Employer.

SECTION 6: SCOPE OF WORK AND DESIGN CRITERIA

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1.0 Scope of Work

The Scope of Work Consists of The Turn Key, Lump Sum, Tender based on Tenderer's Own Design shall be inclusive of Cost of Topographic Survey, Architectural Design Subsoil Investigation and any other Ancillary Works and Cost of all Labours, Materials, Casting Yard, Tools and Plants and Machinery required for completing the various Components of Formation of Layout; The details are as given below

CONSTRUCTION OF COMMERICAL COMPLEX consisting of 1B + G + 4 upper floors, 5 lift of 20-members capacity without lift machine room and basement car parking 117-nos and surface car parking 46-nos.

COMMERCIAL BUILDING

A) CIVIL WORKS

1) **Configuration**: 1B + G + 4 upper floors(Basement for parking. Ground, first & second for commercial purpose. Third & fourth consists of 2 nos cinema hall with capacity 115 people each& 1 nos of cinema hall with capacity 70 people or 2 Numbers of 150 people capacity).
2) **Total built up area:** 16018 Sqm (Basement:4390Sqm & Upper floors:11628Sqm)
3) **Floor Height**: Basement 3.6m, Ground floor and all upper floors 4m &Cinema Hall 8m.
4) **RCC structure** :RCC Flat slab/ Post tensioned (PT) RCC flat slab with appropriate beams
5) **Grade of Concrete**: M30for footings &M40for columns, Beams, slab
6) **Grade of steel**: TMT Fe 550 / 550D
7) **Block masonry**:
   (a) External/Staircase: 200mm thick CC Solid block masonry
   (b) Internal: 150mm thick AAC block masonry.
   (c) Toilets: 150mm/100mm thick CC Solid Block masonry
8) **Plastering**: 15mm for internal walls and staircase soffits, 18mm thick for external & 15mm thick rough plastering for cladding .No ceiling plastering for all the floors.
9) **Flooring**:

   a) Toilet –Matt finished vitrified tiles of size 600x600mm.
   b) Staircase, entrance lobby, AHU rooms, Electrical rooms, lift lobby, front entry steps – Polished granite stone flooring 18mm thick with 0.1m high skirting of Granite stone slab Black, Cherry Red, Brown, Cat Eye, River Pink or equivalent as per the directions of Engineer in charge
   c) Cinema hall – 40mm thick 1:2:4 cement concrete flooring finished with floating coat of neat cement.
   d) Remaining areas unfinished
10) **Cladding**:
   a) Toilet –6mm thick Color glazed tiles upto 3m height.

b) Lift –20mmthick Shiva gold& Black combination granite upto 3m height.

11) **Staircase Railing**: SS railing1.1 m height for staircase.

12) **Toilet & cinema Door frames**: 125mmx75mm Honne wood frame for toilets &150mmx100mm Honne wood frame for cinema hall entry & Exit doors.

13) **Toilet & cinema Door shutters**:30mmthick Flush door shutter (Prelaminated) for Cinema Hall entry, exit& Toilet doors.

14) **Fire rated door Frame & Shutter**: For Staircase, AHU Rooms & Electrical rooms

15) **Glazing**: Semi grid unitized system structural glazing & uPVC Windows as per the elevation.

16) **Glass door**: 12mm thick toughened glass with fittings for Main entrance doors (2 Nos)& Cinema Hall Lobby entrance.

17) **Water closets, Urinals & Wash basins**:
   a) Water closets for Male & Female-(24+41=65Nos,
   b) Urinals-29Nos
   c) Wash basins -53Nos

18) **Water closets& Wash basins for Persons with different abilities (PwD)**:
   a) Water Closets - 5 Nos,
   b) Wash Basins -5Nos

19) **Painting**:

a) Ceiling – 1 coat primer only.
b) Internal Walls& column surfaces – 2 Coats of low VOC plastic emulsion paint over 1 coat primer and 2 coats of White cement base putty.
c) MS Railing & Duct doors- Two coats of synthetic enamel paint over a coat of metal primer.
d) External wall surface – Textured paint of approved Shade as per Schedule of Rates specifications.

20) **Water proofing**: Terrace & Toilet blocks area with PU based single component elastomeric pure polyurethane based coating. And clay tiles over the terrace to the slope.

21) **Truss** :
(a) Basement Ramp to be covered with6mm thick solid poly carbonate sheet over the required supporting truss.
(2) Cinema hall roof shall be covered with Over deck insulation with cast in situ polyurethane foam (PUF) spray 60mm thick average with PU foam spray including necessary fasteners etc., complete covered with two layers of 40mm thick cement concrete screed with mix proportion 1:1.5:3 (M20grade) smooth finished with floating coat of neat cement, including necessary polymerized plaster reinforced with glass fiber mesh for PUF slab, epoxy bases bonding adhesive over required supporting steel truss.

22) **RCC OHT**: As per NBC Norms &design.

23) **False Ceiling**: Only for toilet portion.

24) **Ducts Closures**: Using MS sheet as per Fire Norms

25) **VDF flooring**: For basement

26) **Interlocking Pavers**: For Extended podium area as per SR specifications

27) **Security cabin with toilets:** As per Design
28) **Toilet ventilation:** Diffusers, Ducting and Air Extracting Blowers
29) **Basement Sump with suitable pump & RCC Drain in parking area:** As per requirement.
30) RCC Retaining wall for the basement.
31) Basement Drainage and required collection sumps

B) PUBLIC HEALTH ENGINEERING

a) Internal & External: As per the requirements to suit the Architectural design including rain water down taking pipes.

C) ELECTRICAL: Electrical Light points minimum 355 Nos distributed in all the floors as per the designs approved by Engineer in charge. Electrical power supply to each floor and required electrical floor panels (For Lighting, HVAC and other requirements).

D) ELEVATORS:20 passenger lift- 5 nos without machine room, SS Finish, Total no of stops-6

Elevator Specification : Design, supplying, erecting testing and commissioning of-20 Passenger lift with speed of 1mtr per second, variable voltage variable frequency drive, without machine room for the available well size, operating at 415 V 3phase 50 cycles AC supply, Stainless Steel car entrance doors enclosures with suitable color vinyl flooring, LED car illumination, Emergency light, intercom and fan as desired by the user, central opening/side opening door with or without attendant operation, 7 segment display buttons, call register indicator, fire man drive , SS handrails inside car, full length infra red curtain in car door, automatic rescue device with batteries, voice announcing in regional/international languages, Braille buttons with one year warranty and maintenance with necessary scaffolding and minor civil works like fixing of guide rail, counterweight etc., The total product and services shall adhere to IS14665/2016 (with latest amendments) part/section 1 to 5 with regards together all guide lines of fire safety rated doors, MRLL beams, pressure switch, manual change over for doors during emergency, ARD of 10 times with sufficient battery backup and standard dimensions of chair car and door openings for all sizes and capacities of lifts including fitness certificate and duly observing all other safety norms prescribed and adhere to CPWD specifications, PCB Norms, National Electricity Code (NEC), NBC-2016, IEC and Karnataka State Lifts, Escalators and Passengers Conveyers Act 2012 and Rules 2014. The Supplier shall be registered in Government Electrical Inspectorate in the State of Karnataka.

E) FIRE FIGHTING: As per NBC NORMS & KARNATAKA STATE FIRE & EMERGENCY SERVICES REQUIREMENTS

F) SOLAR: ON grid 50KW Solar Photovoltaic Panels

G) EXTERNAL:

a) Transformers: Connecting the commercial building load including LT cable & Labor from synchronizing panel to 2 Nos of available dedicated 500kVA Transformers for commercial in Phase-3.
b) DG Set: Connecting the load including materials &labor to the available dedicated 400kVA DG set for commercial in Phase-03
c) Sewage Treatment Plant: Collecting the sewage & Waste water from the building including Sewers, manholes, ICs & GTs and connect to the available dedicated 50KLDSTPfor commercial in Phase-3

d) Water Treatment Plant: Connecting from dedicated 50KLD WTP for commercial including material and labor to the commercial building available in Phase-03
e) Domestic Sump: Connecting from dedicated 50,000 Liters sump including material and labor to the commercial building available in Phase-03
f) Connecting from dedicated Fire sump & fire pump rooms including material and labor to the building as per fire norms available in Phase-03
g) Street Lighting: 20 Nos decorative LED post top street lights, 3.5m high
h) To Co-ordinate/co-operate with Phase-03 Agency, for Internal Roads and Drains as per Architectural Drawing to be executed in Phase-03
i) Land Scaping : Provisions to be made to accommodate the Horticulture to be executed in Phase-03
j) Compound wall: To Co-ordinate/co-operate with Phase-03 Agency, for Compound wall to be executed in Phase-03
k) Rain water harvesting/Organic Convertor: As per Statutory requirements

EXCLUDED ITEMS

1) Flooring in Commercial, Shopping mall, Food Court areas, Cinema Hall
2) Ceiling plastering except soffit of staircases
3) False ceiling except toilet areas
4) Interiors for commercial, Food court, shopping mall and Cinema Hall
5) Furniture
6) HVAC but, Electrical power supply s is included in the scope
7) No Partitions in commercial Shopping, Food court area
8) Cinema projectors & screen not in scope.
9) Cinema hall inside steps not in scope.
10) Mechanical ventilation in the basement.

The Works shall include all Civil, Electrical, Mechanical, all Safety Aspects and any other Works required for the Construction and Completion of the Works in all respects and to the Satisfaction of the Employer. The Quoted Rate shall be inclusive of all Taxes, Duties and Levies Municipal Taxes, Local Taxes, Octroi, ESI, excluding of GST, all Royalties, Patent Rights, Labour cess other Incidental Charges, and any other Taxes wherever applicable and as amended, shall be paid by the Contractor. No claim whatsoever in this regard shall be entertained by the Employer. The Quoted Rate shall be inclusive of Maintenance of the Buildings and External Development Works during Defect Liability Period of 2 years, Payment for the maintenance will paid for the man power supplied at the schedule rate for the period .

1. Further, the Scope of Work shall include providing maintenance services for a Period of 2 years commencing after completion of the project which includes maintenance of services like lifts DG sets, Solar water, pumps etc. It shall also include providing Civic Services like Garbage Collection and Disposal; Street Lighting, Road Maintenance, Water Supply Maintenance, Parks and Gardens, Security round the clock and General Up Keep of the Project, etc.. Further, the Contractor shall carry out Desilting of Drains at the end of the 2nd year from completion of the Project before handing over the Facilities developed to the Employer. Electricity consumption bills of Common area/Common Facilities will be chargeable to the occupants and paid by the authority as per the actual consumption, Payment for the maintenance will paid for the man power supplied at the schedule rate for the period.
2. **The scope also includes compliance to RERA Regulations** and Registration of the

project in RERA

3. The architectural design drawing enclosed to tender shall be followed for quoting and for
4. construction with minimum changes wherever required without changing carpet area and with the prior approval of employer.
5.
6. All the Design Criteria shall be as per relevant BIS, MoRT&H, NBC, IRC, ECBC and other Relevant Standards and prevailing Bye Laws and the same shall be got approved from the employer. The bidder shall quote total amount for the whole of works including all statutory **(Excluding BWSSB** and **BESCOM)** deposits prevailing at the time of execution including obtaining no objection certificate from police, BESCOM, BWSSB, Fire fighting, Pollution Control Board, Airport Authority & Environmental clearance. The fee paid for approval will be refund.

   The Works shall include all Civil, Electrical, Mechanical, all Safety Aspects and any other Works required for the Construction and Completion of the Works in all respects and to the Satisfaction of the Employer. The Quoted Rate shall be inclusive of all Taxes, Duties and Levies including Sales Tax, Service Tax, excluding of GST, Municipal Taxes, Local Taxes, Octroi, ESI, all Royalties, Patent Rights, Labour cess other Incidental Charges, and any other Taxes wherever applicable and as amended, shall be paid by the Contractor. No claim whatsoever in this regard shall be entertained by the Employer. The Quoted Rate shall be inclusive of Maintenance of the Buildings and External Development Works during Defect Liability Period of 2 years.

   Further, the Scope of Work shall include providing maintenance services for a Period of 2 years commencing immediately after completion of the project which includes maintenance of services like lifts DG sets, Solar water, pumps etc. It shall also include providing Civic Services like Garbage Collection and Disposal; Street Lighting, Road Maintenance, Water Supply Maintenance, Parks and Gardens, Security and General Up Keep of the Project, etc.. Further, the Contractor shall carry out Desilting of Drains at the end of the 2nd year from completion of the Project before handing over the Facilities developed to the Employer. Electricity consumption bills of Common area/Common Facilities will be chargeable to the occupants.

   The scope also includes compliance to RERA Regulations including registration of project in RERA.

   The architectural design drawing enclosed to tender shall be followed for quoting and for construction with minimum changes wherever required without reducing the carpet area and with the prior approval of employer.

   All the Design Criteria shall be as per relevant BIS, MoRT&H, NBC, IRC, ECBC and other Relevant Standards and prevailing Bye Laws and the same shall be got approved from the employer. The bidder shall quote total amount for the whole of works including all statutory

   (Excluding BWSSB and **BESCOM** deposits) prevailing at the time of execution including obtaining no objection certificate from police, BESCOM, BWSSB, Fire fighting's, Pollution Control Board, Airport Authority & Environmental clearance.

1.1 General

The Bangalore Development Authority intends to take up **Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, Bidarahalli Hobli, Bangalore East Taluk on Lump Sum Turnkey Basis based on Tenderer's Design under Two Cover System**

The Turn Key, Lump Sum, Tender based on Tenderer's Own Design shall be inclusive of Cost of Topographic Survey, Subsoil Investigation and any other Ancillary Works and Cost of all Labours, Materials, Casting Yard, Tools and Plants and Machinery required for completing the various Components of Formation of Layout; Construction of Dwelling Units including Providing, Installing, Commissioning and Testing of Electrical Works, Carpentry Works, Plumbing Works, Overhead Water Tanks, Sump Tank GLSR with auto water level control for borewells and over head tank, ELSR, Staircase and Balcony, Water Proofing Works, Facade Works, etc.; External Development Works such as Roads, Pathways, Culverts, Drains, Providing, Installing, Commissioning and Testing of Electrical Works, Under Ground Drainage System, Water Supply, Rainwater Harvesting System, Solid Waste Management, organic convertor of required size, Bore Wells with auto level control , Sump Tank , etc. The Works shall include all Civil, Electrical, Mechanical, all Safety Aspects and any other Works required for the Construction and Completion of the Works in all respects and to the Satisfaction of the Employer. The Quoted Rate shall be inclusive of all Taxes, Duties and Levies including Sales Tax, Service Tax, Municipal Taxes, Local Taxes, , Octroi, ESI, excluding of GST, all Royalties, Patent Rights, other Incidental Charges, and any other Taxes wherever applicable and shall be paid by the Contractor, No claim whatsoever in this regard shall be entertained by the Employer. Complying to the conditions Envirnomental clearence (EC) and fire dept is to carried out.

1.2.Site

The site is located in the North East part of the Bangalore and is under the jurisdiction of Bangalore Development Authority. It is located close to Konadasapura village bearing Sy No.19,20 extended over an area of 10 Acres. This site location is .1 km off Bangalore - Chennai Road.

1.3.Works to be carried out

1.3.1 The Works to be carried out under this Turn Key, Lump Sum, Contract shall include

a. Preliminary Works like Setting out, Establishing and Maintenance of Permanent Benchmarks, Reference Points and Centre Lines of the Buildings and all other Items of the Work.
b. Clearing of Site before Commencement of Work. This includes Tree Cutting, if any.
c. Topographical Survey and Setting out of Works.
d. **Geotechnical Investigations and taking Trial Bores**: The Tenderer shall carry out Geotechnical Investigation to asses the Soil Condition at Site required for Designing of Foundation of Buildings; Road Works; Sump Tank; Culverts; Under Ground Drainage (UGD) Works; and other Works, etc. The Tenderer shall make his own Assessment and his Lump Sum offer is for the whole Item of the Work (All the Items described in this

Tender Document and Drawings) and for any Variations observed at Site in respect of Levels and Soil Particulars, etc. The Tenderer's Offer is deemed to have been made considering the Actual Ground Conditions at Site and he shall not be eligible for any claim whatsoever. The Tenderer shall carry out the Geotechnical Investigation in conformity to the Prevailing Norms and Codal Provisions.

e. Removal and Relocation of Existing Service Lines in the Project Area, if any, to the Location approved by the Employer.
f. Temporary Earth Retaining Structures, Barrication, Fencing, Dewatering and all Temporary Structures wherever required during Construction.
g. Development of Layout and Services shall be as per the Drawings and Specifications enclosed. It shall include Providing External Water Supply, Sanitary and Under Ground Drainage System; Providing, Installing, Commissioning and Testing of Electrical Works; Providing and Constructing of Rain Water Harvesting System; Solid Waste Management, Arboriculture and Landscaping etc. and shall be constructed in accordance with BIS, MoRT&H, IRC, NBC and other Related Standards and Specifications. It is the Responsibility of the Contractor to obtain all Statutory NOCs at his own Risk and Cost.

1.3.2 Project Maintenance and Services: NA

1.4.Construction Schedule

The Construction Schedule and the Methodology of Construction shall be so planned that the entire Work can be completed in minimum possible time and the same must be got approved from the Employer before the Commencement of Works.

1.5.Site Office

The Contractor shall provide and maintain Furnished Site Office for the Supervisory Staff of the Employer and his approved Representative.

It shall have minimum 40 Sqm of Floor Area and shall include all Items like Electric Supply, Electrical Items, Telephones, Lights, Fans and Complete Wiring, Drinking Water Supply and Hygienic Toilet Facilities completed along with Furniture as listed below.

i. Executive Table (for the Employer) –Make: Godrej
Model No. T –108 or equivalent 1 No.

ii. Executive Chair (for the Employer) –Make: Godrej

Model No. PCH –701 or equivalent 1 No.

iii. Table (for Employer's approved Site Representative, Accountant, Head Clerk and Visitors) –Make: Godrej
Model No. T –104 or equivalent 2 Nos.

iv. Chair Type I (for the Employer, Accountant, Head Clerk and Visitors) –Make: Godrej
Model No. CHR –6 or equivalent 2 Nos.

v. Table (for all other Staff) –Make: Godrej
Model No. T –101 or equivalent 1 Nos.

vi. Chair Type II (for all other Staff and Visitors) 2 Nos.

vii. Steel Almirah 1980mm X 915mm X 485mm –Make: Godrej
Model No.1 Storewel Plain or equivalent 1 No.

viii. Steel Almirah 1270mm X 765mm X 440mm –Make: Godrej
Model Minor Plain or equivalent 1 No.

ix. Racks –5 Tier 1800mm X 900mm X 375mm made of Slotted Angles and M.S. Sheets of Godrej Make 1 Nos.

x. Ceiling Fans –1400mm size. Ceiling Fans shall be of

Approved Make and Colour 1 Nos.

xi. Computer & Printer & Scanner, Keyboard, Monitor and Broadband connections etc.,

xii. Desktop 1 Nos.

xiii. Car or Jeap with a driver and office boy 1 No

Field Laboratory

The Contractor shall provide and maintain adequately equipped Field Laboratory as required for Site Control on the Quality of Material and the Works. It shall have a minimum of 40 Sqm Area. The Field Laboratory shall be located as directed by the Employer or his approved Representative. It shall be provided with Amenities like Water Supply, Electric Supply, etc.

The Laboratory will have all Services, Furniture, Equipments, etc. Minimum of the following Items shall be provided in the Field Laboratory. Any Additional Items as required for Testing / Evaluation in line with the Standard Procedures and Codal Provisions shall also be provided.

1.6.1 General

i. Oven –Electricity Operated, Thermostatically Controlled,

Range upto 200^{0}C, Sensitivity 1^{0}C 1 No.

ii. Plat form balance 300 kg capacity 1 No.

iii. Balance 20 kg Capacity –Self Indicating Type 1 No.

iv. Electronic Balance 5kg Capacity –accuracy 0.5 gm 1 No.

v. Water Bath –Electrically Operated and Thermostatically Controlled with Adjustable Shelves, Sensitivity 10^{0}C 1 No.

vi. Thermometers 4 Nos. each

a. Mercury –in –Glass Thermometer ranges 0 to 250^{0}C

b. Mercury –in –Steel Thermometer with 30 cm Stem, ranges up to 300^0C

vii. Glass Wares, Spatulas, Wire Gauzes, Steel Scales, Measuring Tape,

Casseroles, Pans, Enameled Trays of Assorted Sizes, Pestle Mortar Porcelain Dishes, Gunny Bags, Plastic Bags, Chemicals, Digging Tools like Pickaxes, Shovels, etc. As Required

viii. Set of IS Sieves with Lid and Pans 450mm Diameter with Sizes of
63 mm, 53mm, 37.5mm 26.5mm, 13.2mm, 9.5mm 6.7mm and 4.75mm 1 Set

200 mm Diameter of Sizes 2.36 mm, 2mm, 1.18 mm, 600 micron, 425 micron, 300 micron, 150 micron and 75 micron 1 Set

ix. Water Testing Kit for pH, SO_3 and Cl 1 Set

x. First Aid Box
1 Set

1.6.2 For Soils and Aggregates

i. Rifle Box 1 No.

ii. Atterberg's Limits (Liquid and Plastic Limits) Determination

Apparatus	1 Set	
iii. Compaction Test Equipment both 2.5 kg and 4.5 kg Rammers (Light and Heavy Compact Efforts)	1 Set	
iv. Dry Bulk Density Test Apparatus (Sand Pouring Cylinder, Tray, Can, etc.) complete		1 Set
v. Speedy Moisture Meter complete with Chemicals	1 Set	
vi. Posthole Auger with Extensions	1 Set	
vii. Core Cutter Apparatus complete with Dolly, Rammer, etc.	1 Set	
viii. Flakiness and Elongation Test Gauges	1 Set	
ix. Standard Measures of 30, 15 and 3 litres Capacity along with Standard Tamping Rod	1 Set	

1.6.3 For Cement and Cement Concrete

i. Slump Test Apparatus and Flow test Apparatus	1 Set	
ii. Compression and Flexural Strength Testing Machine of 200T Capacity with Additional Diameter for Flexural Testing		1 Set
iii. Cube Moulds for Concrete Tests		40 Nos.
iv. Surface Moisture and Density Meter for Soil, Aggregate and Concrete	1 No.	

1.6.Casting Yard

The Contractor shall make his own Arrangements for the Construction and Maintenance of Casting Yard, and RMC plant to be set up at site if any, required for the Work. The Quoted Rate shall be deemed to be inclusive of the Element of Cost towards the above.

2.0 Design Criteria

2.1 General and Approach to Work Site

The site is located in the North East part of the Bangalore and is under the jurisdiction of Bangalore Development Authority. It is located close to Konadasapura village bearing Sy No.19,20 extended over an area of 10 Acres. This site location is 1 km off Bangalore - Chennai Road.

2.2 Benchmarks and Setting out of Works

The Standard Benchmark and its Reduced Level with reference to which the Work shall be carried out is the GTS Benchmark available nearest to the Site. The Employer does not take the responsibility about the Correctness of the Levels indicated in the Drawings. The Contractor has to establish at least two Benchmarks in the Site of Works with Reduced Levels clearly marked on them. The Contractor shall be solely responsible for the accuracy of the Benchmark levels and for maintaining the same throughout the Contract Period.

The Works shall be set out in accordance with the Drawings approved by the Employer.

The Contractor shall be responsible for the True and Proper Setting out of the Works and for the Correctness of the Positions, Levels, Dimensions and Alignments of all parts of the Works and for the Provision of all Necessary Instruments, Appliances and Labours in connection therewith. The Contractor shall give at least 24 hours notice to the Employer of his intention to set out or give Levels.

If at any time during the Progress of the Work, any Error appears or arises in the Positions, Levels, Dimensions and Alignments of any part of the Work, the Contractor shall at his own expenses and risk, rectify such Errors to the satisfaction of the Employer.

The Checking of any Setting out of any Line or Level by the Employer or his approved Representative shall not relieve in any way the Contractor of his Responsibility for the Correctness thereof and he shall carefully protect and preserve all the Benchmarks, Site Rails, Pegs and other Things used in Setting out of Works.

All Duties concerning Establishment of a Set of Benchmarks, Permanent Theodolite Stations, Centre Line Pillars, etc. for performing all the Functions necessary at the Commencement and during the Progress of Work till the Physical Completion of all the Items of the Work in question, shall be carried out by the Contractor at his own Risk and Cost.

The Centre Line of the Layout, Buildings, Roads and the Foundations shall be established by Total Station Equipment and the Centre Line Marks shall be engraved on smoothly finished

Masonry or Concrete Pillars of such dimensions and constructed at such intervals and places as may be directed by the Employer or his approved Representative and shall be maintained in proper manner throughout the Period of Construction. The Contractor shall submit a Layout Plan of the Site within 15 (fifteen) days from the date of Signing of Agreement. He shall also keep proper Record of such Permanent Benchmarks established denoting therein their Correct Levels.

The Work of Establishment of all such Benchmarks shall be carried out by only experienced and skilled staff of the Contractor with the help of precise instruments suitable for this type of Work. The instruments used shall be checked for their accuracy and for permanent adjustments before the commencement of the Work and also at frequent intervals during the progress of the Work.

All such Benchmarks established by the Contractor shall be subjected to check and approval of the Employer or his approved Representatives. If any Variations noticed in the Work as result of improper establishment or maintenance of such Benchmarks, it shall be rectified at the Contractor's own Risk and Expense.

2.3 Geotechnical Investigation

The Contractor shall carry out Geotechnical Investigation to assess the Soil Condition at Site required for Designing of Foundation of Buildings; Road Works; Sump Tank; Culverts; Under Ground Drainage (UGD) Works; and other Works, etc. at his own Cost. The Contractor’s Offer is deemed to have been made considering the Actual Ground Conditions at Site and he shall not be eligible for any claim whatsoever. The Contractor shall carry out the Geotechnical Investigation in conformity to the Prevailing Norms and Codal Provisions.

2.4 Design data

Analysis shall be carried out by means of Proven Software and shall be analyzed in Three-Dimensional Model. The Design shall be carried out for limit State of serviceability, Collapse including following Load and Load Combinations as per IS: 875 –1987 and IS: 1893 –2002 respectively.

■ Loads

The following Loads shall be considered for the Designing of the Structure.

❖ Dead Load

The Dead Load shall be considered according to IS: 875 (Part I) –1987 and according to the Densities of the Possible Materials to be used.

❖ Live Load

The Live Loads shall be considered according to IS: 875 (Part II)–1987 [Code Of Practice for Design Loads (Other than Earthquake) for Buildings and Structures].

❖ Wind Load

The Wind Load shall be as per IS: 875–Part III. The Basic Wind Speed at Bangalore is 33m / sec and this shall be considered for Calculating the Wind Load.

❖ **Earthquake Load**

The Earthquake Load shall be as per IS: 1893 –2002. Bangalore Region falls under Zone II. Relevant Earthquake Parameters as per Zone II shall be considered for Design accordingly.

■ **Load Combinations**

The following Load Combinations shall be considered with their Respective Load Factors as per the Codes for RCC Design.

1. DL + LL
2. 1.5 (DL + LL)
3. 1.5 (DL + EQX)
4. 1.5 (DL –EQX)
5. 1.5 (DL + EQZ)
6. 1.5 (DL –EQZ)
7. 1.5 (DL + WLX)
8. 1.5 (DL + WLZ)
9. 0.9DL + 1.5EQX
10. 0.9DL –1.5EQX
11. 0.9DL +1.5EQZ
12. 0.9DL –1.5EQZ
13. 0.9DL + 1.5WLX
14. 0.9DL + 1.5WLZ
15. 1.2 (DL + LL + EQX)
16. 1.2 (DL + LL –EQX)
17. 1.2 (DL + LL + EQZ)
18. 1.2 (DL + LL –EQZ)
19. 1.2 (DL + LL + WLX)
20. 1.2 (DL + LL + WLZ)
21. 1.5 (DL –WLZ)
22. 0.9DL –1.5WLZ
23. 1.2(DL + LL –WLZ)

Where
DL –Dead Load
LL –Live Load
EQ –Earthquake load
WL –Wind load

The following Load Combinations shall be considered with their Respective Load Factors as per the Codes for Steel Design

1. 1.0 (DL + LL)
2. 1.0 (DL ± EQX)
3. 1.0 (DL ± EQZ)
4. 1.0 (DL + LL ± EQX)
5. 1.0 (DL + LL ± EQZ)
6. 1.0 (DL ± WL)
7. 1.0 (DL + LL ± WL)

2.4.3 Strength of Materials

The Reinforcement Steel used shall be from a primary manufacturer and shall be High Yield Strength Deformed Bars of Grade Fe –500/550D, indicated with a prefix of 'Y'with Bar Diameter.
The Structural Steel for the Building shall comply with FY–250 Grade Steel except for the Cold Rolled Section

2.4.4 Grade of Concrete

The Minimum Grade of Concrete for Various Structures shall be as follows.

- Foundations – M30
- Slabs – M40
- Columns and Beams, walls – M40

Minimum Cement Content shall be as per Provisions of IS: 456 –2000, for a 'Moderate' Environmental Exposure Condition.

2.4.5 Structural Dimensioning

In addition to the Minimum Structural Dimensions required for Different Loads and Forces Combinations, the other Considerations like Fire Resistance Requirement, Ductility Requirement, Size of Aggregates, Reinforcement Detailing, etc. shall be also considered.

The Minimum Thickness of any Structural Element shall be considered as per Fig. 1 of IS: 456–2000 for minimum 2 hrs. Fire Resistance.

2.4.6 Method of Design

All the Structural Elements in the Buildings shall be designed in **"LIMIT STATE METHOD** "as per Indian Standards for **RCC Members** and **"Elastic Method** "for **Structural Steel Members**.

2.4.7 Material Safety Factors

The Partial Factors of Safety shall be as follows.
Concrete –1.5
Reinforcement Steel –1.15

2.4.8 Serviceability Checks for RCC Buildings

The Serviceability Checks for Vertical Deflections for RCC Buildings shall be as follows.
Total Load Deflections –Span / 250
Live Load Deflection –Span / 350

2.5 Documentation, Instrumentation, etc.

a. All Drawings shall be made in Latest Version of AutoCAD and the Soft Copies on CDs and eight Hard Copies of Prints of all Approved Drawings and "As Built" Drawings shall be supplied by the Contractor to the Employer at Free of Cost as per the Agreed Programme.
b. CDs and eight Hard Copies of all Approved Design Calculations shall be submitted by the Contractor to the Employer at Free of Cost as per Agreed Programme.
c. Five Video Film Cassettes of 180 minutes duration each of the Layout and Building covering the Different Phases of Construction from Start to Finish shall be supplied by the Contractor to the Employer at Free of Cost.
d. Three Copies of "Maintenance Manual" describing Access Arrangements, Important Obligatory Precautions from the Point of View of Structural Safety and Procedure for Minor and Major Repairs of each Component of the Buildings and Layout, Renewals of Finishes and Treatments periodically shall be supplied by the Contractor to the Employer at Free of Cost.
e. Three Copies of "Quality Assurance Manual" covering Designs and Drawings, Mix Designs, Materials, Testing, Soil and Rock Properties, Statistical Quality Control, etc. shall be prepared by the Contractor and submitted to the Employer at Free of Cost well before Starting the Work.
f. Three Copies of "Construction Manual" covering Various Aspects of Construction Methods, Difficulties faced and how they are overcome during Execution, etc. shall be supplied by the Contractor to the Employer at Free of Cost at the Time of Finalization of Work.

g. The Contractor shall install Fixtures and Fastenings provided by the Employer for housing any Instrumentation that may be useful for the Employer at Contractor's Cost.
h. Fixing Arrangement for Internal and External Lighting shall be approved by the Employer and executed by the Contractor.

2.6 Programme of Submission and Approval of Designs and Drawings

The Programme for submission of Designs and Drawings shall be as listed out below.

Details	**Time from Award of Work**
Award of Work	0
Submission of Topographical Survey Drawing along with the Soil Investigation Report	2 Weeks

Construction Methodology, Time Schedule along with Design Basis Report to suit the Site Conditions	3 Weeks
Design and Construction Drawings of Building Structure	4 Weeks
Design and Construction Drawing of Balance Items of Work	5 Weeks
Submission of As Built Drawings	4Weeks after Completion of Work

The Design shall be submitted in Sufficient Details and as lucidly as possible so that to enable Quick Proof Checking by the Employer or his approved Representative. All the Design Calculations along with Corresponding Construction Drawings marked as "Good for Construction" will be submitted. The Corrected Designs are to be submitted as Record Designs within 15 Days of Approval of the Drawings. If the Record Designs are not submitted within this Time Frame then a Penalty at the rate of **Rs. 2000** - per day shall be charged for every day of Delay in Submission of the Record Designs. The Corrected Designs and Drawings would be cleared within 1 week of submission subject to Compliance of all Points. Any other Component, which requires Redesigning on Account of Exigencies of the Site like Redesigning the Foundations for Utilities, etc. during the Duration of the Works, shall be approved as expeditiously as possible. Such Designs shall be submitted within 10 days of taking a Decision to redesign the Component. Analysis and Design shall be done using Computer with Recognised Software. The Contractor shall submit with Design, the Detailed Description of Method of Analysis with Explanatory Notes and submit Sample Manual Calculations for adequate number of Typical Cases. The Computer Programme as submitted will be further tested by Comparison with Solutions of Worked Examples. Drawings and Designs shall be in metric units. Calculations shall be neat and clear, preferably typed and printed and supplemented by Full Explanatory Notes and Sketches wherever required. All Construction Drawings of Initial Submissions and Final Approval shall be in AutoCAD only.

If during the Scrutiny of Detailed Design Calculations and Working Drawings, any Changes therein which are found necessary in the Opinion of the Employer, the same shall be incorporated without altering the Turn Key Lump Sum Quotations. It is entirely the Responsibility of the Contractor to submit properly Prepared and Completed Designs in good time to enable the Employer to approve them in time.

The Contractor shall submit 2 sets of Advance Copies of the Drawings and Design Calculations to the Employer or his approved Representative with a Forwarding Letter to the Employer. Once the Design and Drawings have been finalised by the Employer, the Contractor shall forward eight sets of Drawings incorporating Corrections, if any, for the Final Approval.

After Completion of each Stage of Work, 3 Sets of Record Plans and One Set of Final Design Calculations based on the Work as actually executed on Site shall be supplied by the Contractor in Bound Volumes to the Employer.

Approval to Drawings, Designs and Design Calculations by the Employer shall not in any way relieve the Contractor of his Responsibility for the Correctness, Soundness and Structural Stability and Safety of the Structure.
The Approved Drawings and the Design Calculations of the Structure shall be the property of the Employer.
The Contractor's Designer or Consultant shall compulsorily attend all the Review Meetings conducted by the Employer from time to time without any extra cost and shall also remain present as and when required during the Checking of Designs for Clarifications, if required.
As Built Drawings shall be submitted within 4 weeks from the Date of Completion of Works. Penalty of Rs.50,000/- shall be levied for every week delay in submission of As Built Drawings beyond the Stipulated Deadline. An amount of Rs. 10,00,000**/-** shall be withheld from the Contractor’s Final Bill until the As Built Drawings are submitted.

2.7 Disputes

In case of Disputes arising between the Contractor and the Authority approving the Designs, the matter may be referred to the Commissioner, BDA. The Decision of the Commissioner, BDA shall be Final and Binding on the Contractor.

Tenderer
Project Division I)

Bangalore

Executive Engineer (Housing

BDA,

SECTION 7: CONTRACT DATA

Items Marked "N/A" do not apply in this Contract.

The following Documents are also part of the Contract.

Clause Reference

25. The Methodology and Program of Construction: **10 Days from the Date of Entering into Agreement.**

14. Site Investigation Reports: **Topo Plan.**

25. The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: **Date of Entering into Agreement.**

1.1 The Employer: **The Commissioner**
Address: **Bangalore Development Authority**
T. Chowdaiah Road
Kumara Park West
Bangalore –560 020

Name of Authorized Representative: **Executive Engineer**

Housing Project Division I
Bangalore Development Authority

T. Chowdaiah Road
Kumara Park West
Bangalore –560 020

1.1The Name and Identification Number of the Contract:

Turn key lump sum tenders based on tenderer's own design for the work of

"Construction of commercial building at sy. No. Part of 19 & part of 20, Konadasapura, Bidarahalli Hobli, Bangalore East Taluk on Lump Sum Turnkey Basis based on Tenderer's Design under Two Cover System"

No.

The "**Scope of Work and Design Criteria** "are detailed in Section 6.

1.1 The Start Date shall be the **Date of Issue of Notice to Proceed with the Work**.

17, 26 The Intended Completion Date for the whole of the Works: **15 Months from the Start Date including Monsoon with the following Milestones.**

1.1 The site is located in the South western part of the Bangalore and is under the jurisdiction of Bangalore Development Authority. It is located close to Konadaspura **at sy. No. Part of 19 & part of 20, Konadasapura, Bidarahalli Hobli, Bangalore East Taluk**

31. **The Defects Liability Period is 24 Months from the Date of Physical Completion of the Project AND Handing over of the project.**

13. Insurance requirements are as under:

	Type of Cover	**Minimum cover for Insurance for 18 months**
(i)	Works and of Plant and Materials	The Sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full Replacement Cost
(iii)	Loss or damage to property of Third Party	Full Replacement Cost
(iv)	Personal Injury or Death Insurance (a) for Third Party (b) for Contractor's Employees or Labour	Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each. In accordance with the Statutory Requirements Applicable to Karnataka.

40	**PRICE ADJUSTMENT** The following Govt order to be followed 1)Government order No 791 Exp-12/2015 dt 26.02.2016

2) Government order No FD 3 PCL 2008 dt 21.11.2008
3)Government order No FD 59 PRO CELL 2004 dt 26.11.2004

PRICE ADJUSTMENT FORMULA:

A. Price Adjustment Formula for Works Contract:

R= Value of work as defined in clause 40.1 of Conditions of Contract

Adjustment for labour component:

i. Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_L /100 \times R \times (Lj - Lo) / Lo$ Where

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour:

Lo = The average consumer price index (the index numbers are available in website *http:///labourbureau.nic.in/indtab.html)*for industrial workers for **Bangalore Centre** for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

Li = The average consumer price index for industrial workers for Bangalore Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

P_L = Percentage of labour component of the work.

Adjustment of Cement Component:

ii. Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

$Vc = 0.85 \times Pc /100 \times R \times (Ci - Co) /Co$ Where

Vc = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for cement:

Co = The all India average wholesale price index (the index number are available in the web site *http://eaindustry.nic.in*) for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of 'Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi;

Ci = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of 'Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

Pc = Percentage of Cement component of the work.

Note: For the application of this clause index of Ordinary Portland Cement (this may be changed to any other type of cement depending on the nature of work) has been chosen to represent Cement Group.

Adjustment for steel component:

iii. Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$Vs = 0.85 \times Ps /100 \times R \times (Si - So) /So$ Where

Vs = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Steel:

So = The all India average wholesale price index for Steel for the quarter preceding the date of opening of Bids as published by the Office of 'Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi;

Si = The all India average wholesale price index for steel for the quarter under consideration as published by the Office of 'Economic Advisor, Ministry of Commerce and Industry, New Delhi

Ps = Percentage of Steel component of the work.

Adjustment for Bitumen component:

iv. Price adjustment for increase or decrease in the cost of bitumen shall be paid in

accordance with the following formula.

$V_B = 0.85 \times P /100 \times R \times (Bi - Bo) /Bo$ Where

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen:

Bo = The official retail price of bitumen at the IOC/HPCL/BPL or MRPL at **Mangalore** depot on the day 30 days prior to the date of opening of Bids.

Bi = The official retail price of bitumen at the IOC/HPCL/BPL or MRPL at Mangalore depot at for the 15th day of the middle calendar month of quarter under consideration.

P_B = Percentage of Bitumen component of the work.

Adjustment of Fuel and Lubricant component:

v. Price adjustment for increase or decrease in the cost of Fuel and Lubricant shall be paid in accordance with the following formula.

$V_F = 0.85 \times PF /100 \times R \times (Fi - Fo) /Fo$ Where

V_F = Increase or decrease in the cost of work during the quarter under consideration due 10 changes in the rate for Fuel and Lubricants:

Fo = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump **at Bangalore** on the day 30 days prior to the date of opening of Bids.

Fi = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at Bangalore for the 15th day of the middle calendar month of quarter under consideration.

P_F = Percentage of Fuel and Lubricant component of the work.

Adjustment for Plant and Machinery Spares component:

vi. Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula.

$V_p = 0.85 \times P_P /100 \times R \times (Pi - Po) /Po$ Where

V_p = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares:

Po = The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

Pi = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

P_p = Percentage of Plant and Machinery Spares component of the work.

Adjustment for Other materials:

vii. Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants, procured by the Contractor shall be paid in accordance with the following formula.

$V_M = 0.85 \times P_M /100 \times R \times (Mi - Mo) /Mo$ Where

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.

Ma = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

Mi = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi.

P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

The following percentages will govern the price adjustment for the entire contract:

Sr No	Component	Percentage (%)
1	Labour – PL	25
2	Cement – PC	11
3	Steel – PS	15
4	Bitumen – PB	1
5	Fuel and Lubricants – PF	5
6	Plant and Machinery spares – Pp	7
7	Other materials – PM	36
	TOTAL	100

Sources of Indices: The sources of the indices shall be as follows:

Type of Index	Source
Cost Index for Labour	The consumer price index for industrial workers as published by the **Reserve Bank of India, Table No. 36** for Bangalore (Base 2012 = 100)
Cost Index for Chemicals	The average whole sale price index for Basic Heavy Inorganic Chemicals, as published by the **Reserve Bank of India, Table No. 39** for India(Base 2004-05 = 100)
Cost Index Fuels and Lubricants	The average whole sale price index for Fuel, and lubricants, as published by the **Reserve Bank of India, Table No. 39** for India (Base 2004-05 = 100)

Sources of Indices: The sources of the indices shall be as follows:

Type of Index	
Cost Index for Labour	The consumer price index for industrial workers as published by the **Reserve Bank of India, Table No. 36** for Bangalore (Base 2012 = 100)
Cost Index for Chemicals	The average whole sale price index for Basic Heavy Inorganic Chemicals, as published by the **Reserve Bank of India, Table No. 39** for India(Base 2004-05 = 100)
Cost Index Fuels and Lubricants	The average whole sale price index for Fuel power, light and lubricants, as published by the **Reserve Bank of India, Table No. 39** for Indi(Base 2004-05 = 100)

The weightings shall be adjusted if, in the opinion of the Engineer, the weightings are rendered unreasonable, unbalanced, or inapplicable as the result of changes in the methods of performance of Operation and Maintenance of the plant and or for any other reason. The decision of the Engineer shall be final and binding to the Contractor.

41. The Liquidated Damages for the whole of the Works are **0.1% of the Final Contract Price** per day for the whole works.

41. The Maximum Amount of Liquidated Damages for the whole of the Works: **10% of Final Contract Price.**

48. The Date by which "As Built Drawings"(in scale **1:100**) in 3 Sets are required is **within 6 weeks from the Date of Completion of Works**.

48. The Amount to be withheld for failing to supply "As Built Drawings" by the date required is **Rs. 50000/- for every week Delay beyond the Stipulated Deadline**.

49.2 The following Events shall also be fundamental breach of the contract:
1. The Contractor has contravened Clauses 7 and 9 of CC.

50.1 The Percentage to apply to the Value of the Work not completed representing the Employer's Additional Cost for completing the Works shall be **30%**.

Sl. No.	Description of Works	Milestone in Week	Penalty in Rs.
1	**Milestone 1: Mobilisation, Submission & approval of all drawings preliminary works and Bore Well**	**4TH Weeks**	**0.1% of stipulated Financial Progress per day beyond the Milestone Day**
2.	**Milestone 2: Formation of Layout, Excavation, 50% of all Foundation, Retaining Wall.**	**16TH Weeks**	**0.1% of stipulated Financial Progress per day beyond the Milestone Day**
3.	**Milestone 3: Concreting 50% of all Roof Slabs & 5% of Finishing work of the bathroom and common area floors**	**36TH Weeks**	**0.1% of stipulated Financial Progress per day beyond the Milestone Day**
4.	**Milestone 4: Concreting 100% of all Roof Slabs & 50% of Finishing work of the bathroom and common area floors**	**54TH Weeks**	**0.1% of stipulated Financial Progress per day beyond the Milestone Day**
5.	**Milestone 5:. Completion of Works in all respects**	**65TH Weeks**	**0.1% of stipulated Financial Progress per day beyond the Milestone Day**

SECTION 8: SPECIFICATIONS

Specifications are attached in Volume II.

SECTION 9: DRAWINGS

Drawings are attached in Volume I.

SECTION 10: FINANCIAL BID

Financial Bid is attached in Volume III.

Format Enclosed

Note:

(1) Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).

(2) Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern.
[Refer ITT Clause 24.1(a)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]
WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee]
[63]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.
Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____ An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

Form C

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

To: _____ [Name of Employer]
_____ [Address of Employer]

WHEREAS _____ [Name and Address of Contractor] (hereinafter called "the Contractor") ") has undertaken, in pursuance of Contract (Tender) No. _____ dated _____ to submit _____ [name of Tender and Brief Description of Works] (hereinafter called "the Tender");

AND WHEREAS it has been stipulated by you in the said Tender that the Tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Earnest Money Deposit (EMD) for compliance with his Obligations in Accordance with the Tender.

AND WHEREAS we have agreed to give the Tenderer such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Tenderer, up to a total of Rs._____ [Amount of Guarantee][6] Rupees_____ [in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee][7] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Tenderer before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Tender or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Tenderer shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This Guarantee shall be valid until 45 days from the Date of Expiry of the Tender Validity Period.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

[6] An Amount shall be inserted by the Guarantor, representing the percentage of the Tender Price specified in the Tender.

[7] An Amount shall be inserted by the Guarantor, representing the percentage of the Tender Price specified in the Tender.

Format No.2

ON BANKS LETTER HEAD

…… …

FORMAT OF BANKER'S CETIFICATE/LINE OF CREDIT LETTER (TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)

Reference Number (Sl.No) Place:

Date:

To:

(Name & Address of the beneficiary)

This is to certify that Mr./M/s._____(name of the customer) having his/their registered/administrative office at _____ in a customer of our Bank and is /are engaged in _____ (nature of activity). If the said customer is allotted /awarded with _____(brief details of works), we may extend credit facilities up to Rs._____ lakh, to meet his/their working capital requirement towards the execution of the said work order as per the Loan Policy of the Bank.

This certificate is valid up to three months from date of issue, that is upto dd/mm/yyyy.

Yours faithfully,

Tenderer Executive Engineer (Housing Project Division I)

BDA,

Bangalore

BRANCH MANAGER.

Litigation History
(FORM)

Name of bidder

The bidder shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	***Award FOR or AGAINST Applicant***	***Name of client, cause of litigation, and***	***Disputed amount (current lakhs)***